SUPREME COURT OF THE UNITED STATES.

No. 278.

THE UNITED STATES, APPELLANTS,

vs.

THE CHETIMACHAS INDAINS ET AL.

APPEAL FROM THE DISTRICT COURT, U. S., FOR LOUISIANA.

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United States district court, eastern district of Louisiana, sitting in chancery.

THE CHETIMACHAS INDIANS et al.
vs.
THE UNITED STATES. } No. 62.

Be it remembered, that heretofore, to wit, on the sixteenth day of June, being at the May term, A. D. 1846, of the said court, the Chetimachas Indians et al., by their solicitors, Ls. Janin, Edw. Simon, and A. Morphy, esqs., came into the office of the clerk of said court, and filed their petition, which is in the words and figures following, to wit:

To the honorable Theodore H. McCaleb, judge of the district court of the United States, for the district of Louisiana, holding sessions in the city of New Orleans.

The petition of the nation or tribe of the Chetimachas Indians, now composed of Alexander Bertin, acting as their chief, and of Joseph Yoyo and others, men, women and children, forming the said nation or tribe, and all residing in the parish of St. Mary, State of Louisiana, at the place commonly called "the Indian bend;" and also the petition of Marie Rose Pecot, widow of the late John Cornelin, deceased; also of Sarah B. Evans, widow of John Dehart, deceased, as natural tutrix to John N. E. Dehart, Margaret E. Dehart, Sarah A. Dehart, and Cornelia L. Dehart, minor children and heirs of the said deceased; and Gabriel L. Fusilier, all residing in the said parish and State, respectfully showeth:

That all your petitioners are the claimants of certain tracts of land, situated in the parish of St. Mary, lying within the limits of township 13 south, range 9 east, southwestern district of Louisiana, and surveyed and described in the plat of the said township as public land; and that the tracts or parcels of land claimed by your petitioners are comprised within the limits and boundaries of a certain tract of land claimed by the Chetimachas Indians, of which their nation has been in possession, and which they have occupied and cultivated, for more than seventy years preceding the present suit, situated on both sides of the river Téche, in the county of Attakapas; having a front of about one league on a right line from the upper to the lower limit; bounded on the upper side by a large live oak, standing on the line between the land of Mme. Gregoire Pellerin, and the said nation, and below by land conceded to Joseph Prevost alias Collet, with a depth which cannot be short of forty arpents on each side of said river.

That the original titles upon which your petitioners' claims are based consist: 1o. In an act dated at New Orleans, 19th of June, 1767, un-

der the signature of Mr. Aubrey, then governor of the province of Louisiana, under the French Government, recognising the Chetimachas nation, and ordering the commandant at Manchac to treat their chief with regard. 2o. In an act under the signature of Governor Galvez, dated New Orleans, 14th September, 1777, commanding the commandant and other subjects of the Spanish crown to respect the rights of the said Indians, in the lands which they occupied, and to protect them in the possession thereof.

That the Chetimachas Indians have always possessed the said tract of land as their own, having their villages thereon, within the limits and boundaries above described, until more than forty years ago; that they sold some portions of it to divers persons, to wit, thirty-five arpents in front on both sides of the river, to be taken from the upper boundary, to Frederick Pellerin; thirty arpents in front, in two tracts, on both sides of the river, to Hyacinth Bernard; ten arpents in front, also on both sides of the river, to Baptiste Carmouche; and thirty arpents in front, also on both sides of the river, to Philip Verret; the titles to all which tracts, except a part of that sold to Philip Verret, have been duly confirmed, and their locations recognised, by the Government of the United States; to wit, that of Frederick Pellerin, by certificate A, 721, and pointed out in the township plat as sections 33 and 35; that of Hyacinth Bernard, by act of Congress of 23d March, 1830, marked and designated on said plat as sections 28, 30, 31, and 46; that of Baptiste Carmouche by certificate B, 1255, and designated in said plat as sections 14 and 21, and a part of that sold to Philip Verret, being located on the lower boundary of the whole tract, by certificate B, 1763, designated in said plat as sections 1 and 2.

That the portions of the Indian title which are yet unconfirmed are designated in the township plat above alluded to by sections 22, 23, 27, and 34, as being the balance of the Indian tract which is now claimed by your petitioners, Alexander Bertin and Joseph Yoyo, on behalf of the Chetimachas nation or tribe, as yet belonging to the said tribe, and which has never ceased to be and is now yet in their possession, and is occupied and cultivated by them as their own; by section 11, as being the tract claimed by your petitioners, Gabriel L. Fusilier and widow of John Dehart, in the proportion of their purchases, as hereinafter stated; and by section 5, being the tract claimed by your petitioner, widow Armelin; the two last tracts, to wit, sections No. 5 and 11, being a part of the title of Philip Verret, as by him purchased of the Chetimachas Indians, by notarial deed of sale, executed on the 10th September, 1794, for thirty arpents of land in front on both sides of the river Téche, by 40 in depth, and a part of which was duly confirmed as aforesaid by certificate B, 1763.

Your petitioners further represent, that the representatives of the Chetimachas Indians having, several years ago, made application, in behalf of their tribe, to the board of commissioners under the Government of the United States for the confirmation of the balance of their tract, and having accordingly deposited their titles in the office of the

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register of public lands at Opelousas, with the necessary evidence of possession, settlement, occupancy, and cultivation, their claim was favorably reported upon by the report A, No 27, of the register and receiver at Opelousas, dated first of October, 1825, as a valid one, the said commissioners being of opinion that the documents therein adduced were genuine and equal to the highest order of grants.

Your petitioner, widow Cormelin, further begs leave to represent, that she claims to be the owner of the portion of the Indian tract above described, which consists in about nine arpens and a half front on the west side of the river Téche, by the depth thereunto belonging, with the lines closing in said depth, and contains one hundred and sixty $\frac{75}{100}$ superficial acres, by virtue of divers regular mesne conveyances from Philip Verret down to her, and as being a part of the thirty arpens in front on both sides of said river sold by the Indians to the said Philip Verret; that she is in the actual possession of the said tract, lives upon it with her family, and has made considerable and valuable improvements thereon, consisting in a dwelling house, sugar house, magazines, negro cabins, fences, &c., &c.; that she and those under whom she holds have possessed the said tract for a great number of years, occupying and cultivating the same as their own, and that no one has ever attempted to disturb them in the peaceable enjoyment of the said tract, which they successively considered as their property; the same having been originally acquired by Philip Verret, and subsequently by those claiming under him, for good and valuable considerations.

Your petitioners, Gabriel L. Fuselier and widow of John Dehart, also further represent, that in proportion to their purchases, to wit, two arpens in front for G. L. Fuselier, and about eight arpens in front, more or less, for the heirs of Dehart, they claim to be the owners of the balance of the unconfirmed tract of Philip Verret, on the east side of the river Téche, opposite the tract of widow Armelin, derived by a regular chain of titles from the said Philip Verret, who first sold to Hyac. Bernard, who sold to others, and so in succession down to your said petitioners; that the petitioners are in the actual possession of these respective tracts of land; that the widow and heirs of Dehart live upon their portion, which was formerly occupied by their ancestors, have made valuable and considerable improvements thereon, and cultivate the same as a sugar plantation; and that the petitioners, and those under whom they claim, have always and peaceably possessed these said tracts for a period of nearly fifty years since the original purchase made by Philip Verret.

Your petitioners, Alexander Bertin and others, in behalf of the Chetimachas tribe, also beg leave to represent, that the tract of land by them claimed as aforesaid, and which their tribe has possessed for more than seventy years, has been greatly improved by themselves and by others on both sides of the river; that large and extensive buildings have been erected upon it, and that it includes the spot upon which their village is situated, and is occupied and cultivated in its extent by themselves, and by others with their permission.

And your petitioners further think necessary to state, that there is no person interested in preventing their claims from being established; that no one sets up any adverse title to any part of the portions of land above described by a different title from that of the petitioners; and that no one holds possession of any part thereof otherwise than by their permission.

Wherefore your petitioners respectfully pray, that a copy of this petition be served on S. W. Downs, esq., district attorney of the United States, that he may be duly cited to appear and answer the same in due course of law; that in conformity with the law of Congress, approved on the 26th of May, 1824, and with a subsequent law, approved on the 17th of June, 1844, entitled "An act to provide for the adjustment of land claims within the States of Missouri, Arkansas, and Louisiana, and in those parts of the States of Mississippi and Alabama, south of the thirty-first degree of north latitude, and between the Mississippi and Perdido rivers," the validity of the title and claim set up by your petitioners to the tracts of land above described be inquired into and decided by your honorable court, contradictorily with the said district attorney on behalf of the Government of the United States; and that then and there, the premises considered, a final decree be rendered in favor of your petitioners, confirming and maintaining them in their title to and possession of the tracts of land above described, and declaring that the same make no part of the public domain, but belong exclusively to the claimants. And your petitioners also pray for all such other and further relief as equity and justice may demand.

And as in duty bound, &c.

(Signed) LS. JANIN, *Att'y.*
EDWD. SIMON and
A. MORPHY, *Attorneys.*

(Edorsed on the foregoing petition.)

Service accepted and copy of the petition required.

(Signed) S. W. DOWNS, *U. S. att'y.*

New Orleans, June 16, 1846.

And afterwards, at the December term, 1846, to wit, on the 16th of December, 1846, the following answer of the United States, by the district attorney, was filed in this case, to wit:

The CHETIMACHAS INDIANS
vs.
The UNITED STATES.

In the district court of the United States, for the district of Louisiana.

The answer of the United States, the defendants in the above named cause, respectfully shows that they deny all and singular the facts and allegations therein contained; wherefore they pray that plaintiff's petition may be dismissed at his costs.

(Signed) THOMAS J. DURANT, *Att'y U. S.*

And further, at the same term, to wit, on the 2d day of January, 1847, the following entry was made of record in this case:

The CHETIMACHAS INDIANS et al.
vs.
The UNITED STATES. } 62.

Upon motion of Simon & Morphy, of counsel for plaintiffs, the district attorney consenting, it is ordered that a commission be issued to take evidence with copies of interrogatories presented, directed to the parish of St. Mary.

And further, at the same term, and on the same day, the following interrogatories and cross interrogatories were filed in this case, to wit:

CHETIMACHAS INDIANS et al.
vs.
UNITED STATES GOVERNMENT. } 62.

District court of the United States, Louisiana district.

Interrogatories to be propounded to Jean Baptiste Bourgeois, John Moore, Godefroy Verret, Charles Olivier, Nicolas Norsel, S. Walker, François Borrel, Eugene Borrel, François Sinotiere, Raymond Bernard, and others, witnesses to be examined on behalf of plaintiffs in the above cause, by virtue of the hereto annexed commission.

1o. Where were you born; what is your age; and where did you reside since your birth until the present time?

2o. Are you acquainted with the tribe of the Chetimachas Indians; how long have you known them; where is their principal settlement or village?

3o. Is it within your knowledge that said Indians, and those holding under them, are in possession of a certain tract of land in the parish of St. Mary? If yea, please state how long you have known them, or those holding under them, in possession of said tract; give a description of the land, of the extent of its location, of its boundaries and divisions; and of all the circumstances within your recollection, relative to the Indians' possession from its origin, their settlement, and cultivation, &c.

4o. Have not valuable and important improvements been made on the said tract by the Indians, or those holding under them, or by other persons for them, and with their permission; have not considerable buildings and improvements been erected on some portions of said tract by persons holding under them for a great number of years; what is the nature and extent of all those improvements?

5o. Is not the greater part of the said tract of land in actual cultivation by the Indians, or by others holding under them; how long have you known said land in cultivation; please state, as far back as you can recollect, the nature of the culture, or crops raised thereon; have not said Indians, or those holding under them, been always considered and reputed, within your knowledge, the owners of said land?

6o. Is it not within your knowledge that the spot upon which the Indians live has always been known under the name of Indian village; and that the town of Bayou Téche, on which their tract fronts, has always been called "the Indian Bend." Please give a description of their village from the time you first knew it, and of the location of their land on the bayou Téche.

7o. Do you know any other fact material and important to the plaintiffs in this cause? If yea, please state them as fully as if you were particularly interrogated thereon.

SIMON & MORPHY, *for pl'ffs.*

Cross interrogatories to be propounded to each of the above named witnesses.

First. Have you any interest in the event of this suit?

Second. Will you gain or lose any thing should this suit be decided in favor of the plaintiffs?

Third. Are each and every one of the facts stated by you in your answers to the chief interrogatories, matters within your own personal knowledge, or do you know them by information from others; and if so, which of them?

Fourth. Do you own by purchase, or do you occupy, any lands from the Chetimachas Indians, as claimed by them; or does any one related to you own or occupy any such lands; and if so, in what degree are they related?

Fifth. Are you acquainted with the English language; and in what language have you given your answers to these interrogatories?

(Signed) THOMAS J. DURANT,
Attorney of the United States for Louisiana.

And afterwards, at the February term, 1848, to wit, on the 14th day of March, 1848, the following amended answer and replication were filed in this case:

The CHETIMACHAS INDIANS
vs.
The UNITED STATES.

In the district court of the United States, for the district of Louisiana, before the honorable Theodore H. McCaleb, judge of said court.

The supplemental answer of Thomas J. Durant, attorney of the United States, for the district of Louisiana, and of the defendants to the bill of complaint and petition of the Chetimachas Indians and others, complainants and petitioners.

The attorney of the United States aforesaid, and the defendants, now and at all times hereafter, saving and reserving to himself and the said defendants all manner of benefit or advantage of exception which can or may be had or taken to the many errors, uncertainties, and other imperfections in the said complainants' bill of complaint and petition contained, for supplemental answer thereto, or unto so much and such parts

attorney aforesaid, and these defendants are advised is or are material or necessary for them to make any answer unto.

These defendants, and the attorney of the United States aforesaid, answering say, that they are strangers to the several matters and things in said complainants' said bill of complaint and petition set forth and contained; and these defendants further say, that they claim such rights and interests, under the treaties, statutes, and law pertinent to this matter, for and on behalf of the United States, as this honorable court shall be of opinion that the United States are justly entitled to.

And these defendants deny all and all manner of unlawful combination and confederacy, wherewith they are by the said bill and petition charged; without this, that there is any other matter, cause, or thing in the said complainants' said bill of complaint and petition contained, material or necessary for these defendants to make answer unto, and not herein and hereby well and sufficiently answered, confessed, traversed, and avoided or denied, is true to the knowledge or belief of these defendants; all which matters and things these defendants are ready and willing to aver, maintain, and prove, as this honorable court shall direct, and humbly pray to be hence dismissed with their reasonable costs and charges in this behalf most wrongfully sustained.

(Signed) THOMAS J. DURANT,
Attorney of the United States, for the district of Louisiana.

Replication filed by plaintiffs in this case.

In the district court of the United States, for the district of Louisiana.

THE CHETIMACHAS INDIANS et al.
vs.
THE UNITED STATES OF AMERICA.

Replication of complainants.

These repliants, saving and reserving unto themselves all and all manner of advantage of exception to the manifold insufficiencies of the defendant's answer and supplemental answer, for replication thereunto say, that they will aver and prove their bill or petition to be true, certain, and sufficient in law to be answered unto, and that the said answers of the defendants are uncertain, untrue, and insufficient to be replied unto by these repliants; without this, that any other matter or thing whatsoever in the said answers contained, material or effectual in the law to be replied unto, confessed, and avoided, traversed, or denied, is true; all which matters and things these repliants are and will be ready to aver and prove, as this honorable court shall direct, and humbly pray, as in and by their said bill or petition they have already prayed.

(Signed) SIMON & MORPHY,
Of counsel for plaintiffs.

And further, at the same term, to wit, on the 1st day of April, 1849, the following entry was made of record in this case:

CHETIMACHAS INDIANS et als.
vs.
The UNITED STATES. } 62.

This case was to-day submitted to the consideration of the court, upon briefs presented by the respective counsel.

Evidence offered on the part of the plaintiffs, on the 1st day of April, 1848, to wit:

1o. Act dated New Orleans, 19th of June, 1767, under the signature of Mr. Aubry, then governor of Louisiana, under the French dynasty; and also two acts under the signature of Governor Galvez, dated at New Orleans, 14th September, 1777, commanding the commandant and other subjects of the Spanish government, to respect the rights of the Indians in the lands which they occupied, and to protect them in possession thereof; which documents are in the words and figures following, to wit:

Le Chef à l'Epée, chef de la nation Chetimachas, est un bon sauvage qui a toujours ecouté la parole du François et bien conduit sa nation, et je prie Monsieur Lauriete, commandant le fort de sa Majesté Catholique, établi à Manchac, de le recevoir comme un bon chef quand il viendra le voir à la Nouvelle Orleans.

(Signed) AUBRY.

Ce 19th *Juin*, 1767.

Nous ordonnons à tous habitans de n'inquieter d'aucune manière la nation Chetimachas de la grande terre dans l'etablissement quelle occupe, et enjoignons au commandant, d'y tenir la main et de les conserver dans une libre pocession de leur terre.

Donné en notre hotel, à la N'elle Orleans, le 14 7bre, 1777.

(Signed) GALVEZ.

Toutes personnes que aurant besoin de prendre des Chetimachas de la Grande Terre pour engagé les payerons le même prix qu'on a accoutumé de payer les Atakapas, sans les y contraindre à meilleur marché, se sont des gens libres maîtres de leur volonté, et par conséquent qui que se soit n'a droit de les faire travailler et les satisfaire à leur gré.

Donné en notre hotel, à la N'elle Orleans, le 14 7bre, 1777.

(Signed) GALVEZ.

2o. Report of the commissioners A, No. 27, dated 1st of October, 1825, recognising the validity of the title of the Chetimachas Indians to the lands claimed; which document is in the words and figures following, to wit:

A, No. 27.

John Louis and Gros Pierre, acting as the representatives and two principal men of the Chetimachas Indians, claim in behalf of the said nation a tract of land of which their nation has been in possession, and

which they have occupied and cultivated for more than fifty years preceding the present date, situated on both sides of the river Téche, in the county of Attakapas, and parish of St. Mary, having a front of about one league on a right line from the upper to the lower limit; bounded on the upper side by a large live oak, standing on the line between the land of Madame Widow Grégoire Pellerin and the said nation, and below by land conceded to Joseph Prevost, alias Collet, with a depth not absolutely defined, but which the said nation contends, could not have been short of forty arpents on each side of the said river.

In support of this claim, the following documents of title have been filed—1st. An act dated at New Orleans, 19th of June, 1767, under the signature of Mr. Aubry, then governor of the province of Louisiana under the French dynasty, recognising the Chitimaches nation, and ordering the commandant at Manchac to treat their chief with regard. 2d. An act under the signature of Governor Galvez, dated at New Orleans, 14th September, 1777, commanding the commandant, and other subjects of Spanish government, to respect the rights of said Indians in the lands which they occupied, and to protect them in the possession thereof.

The claimants make known that they do not at present own the whole of the land within the limits aforesaid. That they only retain the little in such portion thereof, as has not been sold by the said nation. That the sales which have been made by them and their ancestors, and which they recognised as having been made in good faith, and for full and valuable considerations, are as follows: to Mr. Frederick Pellerin, a tract of thirty-five arpents front on both sides of the river, to be taken from the upper boundary. To Mr. Hyacinthe Bernard, thirty-three arpents front on both sides of said river; twenty three arpents of which to be taken adjoining on the upper side to the land, which the nation has sold to Mr. F. Pellerin, and ten arpents adjoining below the land which they have sold to Baptiste Carmouche, whose claim has been confirmed by the Government of the United States from long and subsequent occupancy. The following testimonial proof has been adduced in this claim. Agricole Fuselier deposeth, that he is fifty-three years of age, and was born in the county of Attakapas, where he has resided from the time of his birth; that from his earliest recollection the Chatimaches Indians have resided on the river Téche, at the place where they have claimed, between the boundaries of the land of the Madame Widow Pellerin, and the land conceded to Joseph Prevost; that the rights of the Indians in that situation, and on both sides of the river, have always been respected by the Spanish government, and no person permitted to interfere with them, but such as had acquired a title from them by fair purchase, and for full and valuable considerations." Frederick Pellerin deposeth, that "he is in his fiftieth year, and a native of Attakapas, where he has resided constantly from his birth; that he has known the Chatimache Indians and their lands from his infancy, and that it is perfectly within his knowledge that the testimony of Mr. Fuselier as above given is in all respects true."

The claim herein alluded to as conveyed by the Indians to Baptiste Carmouche, and confirmed to him by the United States, cannot be found, and consequently, by the extent of the claim, cannot be exactly ascertained.

It appears that the documents herein adduced are genuine and equal to the highest order of grants, if we are to credit the testimony of Mr. Louis C. Leblanc, now living in Attakapas, and enjoying an unsullied reputation, who was for many years a commandant, civil and military, first for the post of Natchitoches and afterwards of Attakapas; that the claims of Indians were always recognised by the Spanish Government, and no act thereof was ever considered necessary to their validity.—(See claim No. 1, in report of the commissioners on the Opelousas claims, reported 6th April, 1815.)

This claim can only be recognised to the extent of one league square, or for eighty arpents front on both sides of the bayou Téche, with the depth of forty arpents on each side. The confirmation is therefore recommended for that quantity, to commence at the live oak on the lower boundary of Madame Gregorie, widow Pellerin, and to run down the Téche for quantity eighty arpents, and to include the land herein recognised by the claimants to have been sold by them, viz: to Mr. Frederick Pellerin, 35 arpents front, on both sides of the bayou; to Mr. Hyacinthe Bernard, 33 arpents front on both sides of the bayou, and the claim of Carmouche. It may be proper to observe, that the claim of Hyacinthe Bernard, herein mentioned, was before the board of commissioners, and the testimony not having been sufficient, they reported unfavorably on it in their report of the Attakapas claim, No. 14. The additional testimony herein offered has induced a confirmatory decision in recognising it as valid in the present claim.

LAND OFFICE, OPELOUSAS, LA., *April 24th*, 1846.

I, Peter L. Hebrard, register of the land [office] aforesaid, do hereby certify, that the foregoing is a true and faithful copy of the original report numbered A, No. 27, in the report of the register and receiver at Opelousas, dated the first of October, 1825.

Witness my hand and private seal of office the day above written.

(Signed) P. HEBRARD, [SEAL.]
Register.

3o. The plaintiffs offered in evidence township map of township 13 south, of range 9 east, shewing the extent of the land claimed under the Indian title, and those parts of it which are yet unconfirmed. (Those claimed in this suit are therein designated by sections 5, 11, 22, 23, 27, and 34.)

(For map see original.)

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PUBLIC LAND.

Sec.	Area.	Sec.	Area.	Sec.	Area.
3	178.00	11	369.85	23	131.37
4	33.16	15	71.11	24	200.18
5	160.75	16	76.60	25	309.14
6	140.89	17	635.70	27	404.92
7	834.94	18	844.40	29	150.90
8	505.50	19	487.76	34	290.66
9	470.30	20	436.86	36	122.44
10	284 25	22	266.48		
	2,607.79		3,388.36		1,609.21
					3,388.36
					2,607.79
			Total area -		7,605.36

PRIVATE CLAIMS.

Claimants' Names.	Sec.	Cert.	Area.
Philip Verret - - -	1	B. 1763.	227.83
Philip Verret - - -	2	B. 1763.	811.37
Maria Joseph - - -	14	B. 1255.	178.02
Hyacinthe Bernard - -	28	Act of Congress.	99.97
Do do - -	30	" " "	516.71
Do do - -	31	" " "	877.90
J. A. Frere - - -	32	D. C.	829.11
Frederic Pellerin - -	33	A. 721.	1,659.50
Do do - -	35	A. 721.	571.30
Cecile Prejean - - -	37	A. 708.	767.35
Marie J. Pellerin - -	38	B. 707.	328.55
G. L. Fuselier - - -	39	D. C.	350.58
E. Pellerin - - -	40	B. 710.	211.33
C. Picot - - -	41	D. C.	197.94
D. Carlin - - -	43	Pre-emption.	18.50
P. Verret - - -	44	Pre-emption.	17.84
Sorrel Contamine - -	45	B. 1939.	6.91
Hyacinthe Bernard - -	46	Act of Congress.	400.84
John Wilkinson - -	47	D. C.	37.18
Maria Joseph - - -	21	B. 1255.	377.15

5o. The plaintiffs offered in evidence the following plat, No. 25, dated 27th January, 1803:

(For map see original.)

Don Carlos Trudeau, agrimensor real y particular, &ca.

Certifico el presente plano, copiado de su original, formado por el agrimensor particular de la costa de Cabahanosse, Don Juanba. Verrette, en fecha diez y nueve del mes de Febrero, de mil setecientos noventa y nueve. Vizado por el agrimensor del puesto de Attacapas Don Franco. Gonsoulin, en fecha veinte y nueve del mes de Agosto del antedo. año. Cuyo terreno, situado en el puesto de Attacapas, procediente de la nation Indios Chetimachas, quienes lo vendio con mayor porcion á favor de Dn. Phelipe Verrette, y lindado como esta representado en el presente plano, veinte y siete de mil ochocientos y tres años. Nota que la relacion al seguido del plano esta en idioma Frances, para la intelligencia de los interesados.

Rubricado por DON CARLOS TRUDEAU.

I certify the foregoing plat of survey and certificate to be a true and exact copy of the original, filed in bundle letter M, No. 147, and deposited amongst the records in the surveyor general's office under my charge.

In testimony whereof I have hereunto set my hand and seal of office, in the city of New Orleans, this 7th day of February, 1847, year of our Lord, and the 70th of the independence of the United States of America.

(Signed) L. BRINGIER, [SEAL.]
Surveyor General.

6o. The plaintiffs offered in evidence a deed of sale from the Indian tribe to Philippe Verret by notarial act dated 10th of September, 1794, of *thirty arpents of land in front*, on each side of the river Téche, by forty arpents in depth; bounded on one side by the land possessed by Sorrel Contamine, under F. Collet Prevost, in going up the river towards the Indian village, &c., which act is as follows, to wit:

Au poste des Attakapas, le dixième jour de Septembre, de l'an mil sept cent quatre-vingt-quatorze.

Pardevant nous, Joseph Sorret, Lt. d'infanterie cap'ne des milices, comt. interim civil et militaire de ce poste et district ci-dessus mentionné, en présence de deux témoins de notre assistance, est comparu en personne Soulouche Houma, chef du village Chetimachas, lequel de son bon gré et propre mouvement, et du consentement des principaux de son village, vend et céde irrevocablement, des maintenant et à toujours, à Mr. Philipe Veret, habitant de ce poste, ci-présent et acceptant-environ trente arpens de terre de face sur chaque bord de la rivière Téche, sur quarante de profondeur appartenant à lui et à son village,

dont les bornes sont désignes, d'un côté par la veuve Pellerin, et de l'autre par la concession de feu Sr. Collet Prevost. La dite vente pose pour borne la limite de la dite concession posedée anjourd'hui par Mr. Sorrel Contamine, en remontant la rivière du côté du village jusqu'au premier chene vert, situé le long de la petite coulú de terre rouge, designé pour borne du côté du village par les deux parties, bien entendu que soit que les trente arpens soient ou ne soient pas contenus, entre les bornes enoncées dans le présent acte, mon dit Sr. Verret ne pourra pretendre de proprieté au de la du chêne vert et petite coulú designée dans cet acte, pour le prix et somme de cent piastres, moyennant laquelle somme à lui compté en notre présence le dit Soulouche Houma, tant en son nom qu'en celui de son village, à promis et promet ne jamais réclamer aucun droit; sur le terrain par lui vendu et cede à perpetuité designé dans le présent acte, mon dit Sr. Verret restant quitte et légitime propriétaire du terrain. Fait et passé en notre domicile de commandement en présence de Mr. François Prevost et Frederick Pellerin, qui ont signé apris nous comdt. interim, le même jour et an qui ci-dessus. (La minute est signée.)

PHILIPPE VERRET.
SOULOUCHE HOUMA, ⋈ sa mark.
FCO. PELLERIN.
FRANCOIS PREVOST.
J. SORRET.

ETAT DE LA LOUISIANE,
Paroisse St. Martin.

Le soussigné certifie que ce qui précéde ci-dessus et de l'autre part est la copie conforme à l'orignal deposé au bureau du juge de cette paroisse pour recours.

En foi de quoi, il a ici apposé et le sceau d'office, du juge de la paroisse St. Martin, à St. Martinville, le treize Janvier, 1845.
[SEAL.]

(Signed) P. P. BRIANT,
Notoire public, paroisse St. Martin.

7o. The plaintiffs offered in evidence a deed of sale by notarial act from Philippe Verret to Hyacinthe Bernard of eleven arpents and one-third in front on each side of the bayou Téche, with the ordinary depth, situated between the lands of Baptiste Lorrain and Valery Martin. This sale was executed on the 29th of April, 1804; which document is in the words and figures following, to wit:

This twenty-ninth day of April, one thousand eight hundred and four, personally appeared before me, Henry Hopkins, commandant of Atakapas and Opelousas, Philipe Verret, and Hiacinthe Bernard; Philipe Verret hereby acknowledges to have sold, and put in full possession, Hiacinthe Bernard and his heirs, forever, a tract of land situated on the bayou Téche, containing eleven arpents and a third front on each side of the said bayou, with the common depth, situated between the

land of Baptist Lorrain and Valery Martin, for the sum of fifteen hundred dollars, payable as follows, viz., eight hundred dollars received in the month of January last, and seven hundred dollars to be paid in the month of January, eighteen hundred and five. Should the said Hiacinthe Bernard find it convenient to pay the said seven hundred dollars in the time specified, the said Philippe Verret agrees to wait for the said seven hundred dollars one year without interest.

In testimony of the parties approving the contract, they have signed.

(Signed) BERNARD,
PHILIPPE VERRET,
D. PREVOST,
HENRY HOPKINS, *Com'dt.*

Temoin: NICOLAS HEBER.

A true copy from the original on record, Oct. 30, 1806.

(Signed) EDWD. C. NICOLLS,
Judge of the county of Atakapas.

Pardevant moi, Edward C. Nicholls, juge de ce comté, et en présence de M. M. Delahoussaye et de Jacques Fontenette, témoins d'assistance, est comparu Mr. Philippe Verret, qui par le présent et dans la meilleure forme possible, declare et confesse avoir reçu de Mr. Hiacinthe Bernard la somme de six cent soixante piastres, pour solde de la terre qu'il lui a vendue sur le bayou Téche au quartier Chetimachas; la somme totale étant de sept cents piastres, mais comme il manquait quelque pieds de terre, déduction a été faite de quarante piastres, de laquelle dite somme, le dit sieur Philippe Verret donne quittance generale au dit Sr. Bernard, comme n'ayant plus rien à lui reclamer. Atakapas comté, le huit cent cinq et la trentième de l'independance des Etats Unis d'Amerique.

Signé, PHILIPPE VERRET,
LOUIS DELAHOUSSAYE,
JAQUES FONTENETTE,
EDW'D. C. NICHOLLS, *Juge.*

Pour copie conforme à l'original dépose au bureau du juge de cette paroisse pour recours.

En témoignage de quoi j'ai ici apposé ma signature et apposé le sceau d'office du juge de la paroisse St. Martin, à St. Martinville, la treize Janvier, mil huit cent quarante cinq.

[SEAL.]

(Signed) P. P. BRIANT,
Notaire public, paroisse St. Martin.

Translation of the foregoing document.)

Before me, Edward C. Nichols, judge of this county, and in presence of Mr. M. Delahoussaye and Jacques Fontenette, assisting witnesses, appeared Mr. Philip Verret, who by these presents, and in the best possible form, declares and acknowledges to have received of

Hyacinth Bernard the sum of six hundred and sixty dollars, in full payment for the land which he sold him on the bayou Téche at the Chetimache settlement. The whole amount was seven hundred dollars, but some few feet of land being wanting, the deduction of forty dollars has been made; for which amount now Phillip Verret gives a receipt in full to said Bernard to have no further claim against him.

Attakapas county, 8th December, 1805, and 30th year of the independence of the United States.

(Signed) PHILIP VERRET.

LOUIS DELAHOUSSAYE,
JACQUES FONTENETTE.

EDWARD C. NICHOLS, *Judge*.

8°. The plaintiffs offered in evidence a notice filed by Philippe Verret, in the land office at Opelousas, dated December 29th, 1806, by which he claims the confirmation of a tract of nineteen arpents in front on both sides of the river Téche, he having sold eleven arpents of the whole tract to Hyacinth Bernard; (this document is referred to in the testimony of Judge John Moore, taken before the clerk for the purpose of proving the signature of Philippe Verret, and hereinafter marked No. 8;) which document is in the words and figures following, to wit:

Philippe Verret claims a tract of land lying on the Bayou Teyche containing about nineteen acres of land in front, with the ordinary depth of forty on each side of the aforesaid bayou; by virtue of a deed of conveyance from the Chetimachas Indians, for thirty acres in front on each side of the aforesaid bayou, the said deed bearing date the 10th of September, 1794, the claimant having sold about eleven acres in front on each side of the bayou to H. Bernard. The said land was settled by the Indians when they sold the same, and had been inhabited by them for above twenty years before that, and ever since he bought the said tract it had always been inhabited and cultivated. The aforesaid deed of conveyance accompanies this notice.

Attakapas, December 29, 1806.

(Signed) PHILIPPE VERRET.

8° (2.) The plaintiffs offered in evidence the certificate of confirmation B, No. 1,763, issued in favor of Philip Verret, for 19 arpents in front on both sides of the Téche, by 40 arpents in depth, (this is the tract bounded below by Sorrel Cantamine) which document is in the words and figures following, to wit:

WESTERN DISTRICT, ORLEANS TERRITORY,

B, No. 1,763. *Deputy Register's, No.* 11, *Attakapas.*

By the commissioners appointed for the purpose of ascertaining the rights of persons to lands within the district and territory aforesaid it is hereby certified: That Philip Veret, of the county of Attakapas, is confirmed in his claim to a tract of land containing about fifteen hundred and twenty superficial arpens, equal to twelve hundred eighty-six and $\frac{33}{100}$ American acres, founded on settlement and cultivation by the

claimant in the year 1793, and continued ever since as appears by the testimony given in the claim, situate in the county of Attakapas, on both sides of the river Téche, to have nineteen arpens front on each side of the bayou, with the depth of forty on both sides, to include the aforesaid quantity of land, and to have such form and marks, natural and artificial, as shall be represented in a plat thereof, to be returned by the principal deputy surveyor of the said district; wherefore, agreeably to the provisions of an act of Congress, passed the third day of March, 1807, entitled "an act respecting the claims to land in the territories of Orleans and Louisiana," the claimant is entitled to a patent from the United States for the above described tract of land, or so much thereof as may not be rightfully claimed by any other persons, unless the same shall be found to include either a lead mine or salt spring. This certificate being filed with the register of the land office for the said district, within twelve months from the da e hereof, shall entitle the claimant to the certificate of the said register, on which a patent shall issue.

Given under our hand at Opelousas church, this seventeenth day of January, in the year one thousand eight hundred and twelve, and in the thirty-sixth year of the independence of the United States.

(Signed) WM. GARAN,
" LEVIN WAILES,
" GIDEON FITZ,
Commissioners.

Attest:
L. POSEY, *Clerk of the board.*

LAND OFFICE AT OPELOUSAS,
State of Louisiana, January 27th, 1848.

I do hereby certify the foregoing to be a true copy from the original of record in my office.

Given under my hand and private seal of office, the day and date [SEAL.] above written.

(Signed) M. McINTIRE,
Register.

9°. The plaintiffs offered in evidence a deed of sale by notarial act dated 28th July, 1809, by Valery Martin to Jean Baptiste Verret, of two arpents in front on the west side of the Téche, by the ordinary depth, bounded above by Hyac. Bernard, and below by the vendor; which document is in the words and figures following, to wit:

Copie.

Aujourd'hui, vingt-huitième jour de Juillet, mille huit cent neuf, pardevant moi, James White, juge de la paroisse des Attakapas, furent présent en personnes, Valeri Martin d'une part, et Jean Baptiste Verret de l'autre part, habitant de la paroisse susdite de l'autre part; et le dit Valeri Martin déclare avoir vendu, cédé, et livré, au dit Jean Baptiste

Verret, ses hoirs et ayans-cause, une terre de deux arpens de face sur le bord occidental du Teiche, avec profondeur ordinaire, attenant à Hyacinthe Bernard par en haut, et du dit Martin, ce vendeur, par en bas; toute laquelle terre de deux arpens, avec tous les bénefices y appartenans, le dit Martin ainsi vend, céde, aliene, et livre par les présentes au dit Verret, pour prix et somme de cent piastres, payable dans un an, dont le dit vendeur a pris et accepté l'obligation en paiement; moyennant quel paiement le dit Verret à le droit de vendre et de disposer de la ditte terre, comme d'un bien à lui appartenant, dès maintenant et à toujours; et que le dit vendeur garantit à l'acquéreur, exempte de toute hypothèque ou autre empechement quelconque.

En foi de quoi les parties susdites ont signés cet acte, les jour et an que dessus.

(Signé) his VALERIE X MARTIN, mark.
J. BAPTISTE VERRETTE.

Test: WM. MOORE,
LOUIS VERRET.

Acknowledged before me, 28 Juillet, 1809.
(Signed) JAMES WHITE,
Parish Judge.

I certify the foregoing to be a true copy of the original remaining in my office.
Attakapas, 16th July, 1811.
(Signed) S. LEWIS, *Par. judge.*

10°. The plaintiffs offered in evidence an act of exchange by notarial act, dated 3d of October, 1816, between Hyacinthe Bernard and Jean Baptiste Verret, of two arpents in front, on the west side of the Téche, by the ordinary depth, bounded above by Hyac. Bernard, and below by the vendor; which document is in the words and figures following, to wit:

This indenture, made this third day of October, in the year of our Lord one thousand eight hundred and sixteen, between Pierre Hiacinthe Bernard, of the parish of St. Mary, State of Louisiana, of the one part, and Jean Baptiste Verret, of the same place, witnesseth: That the said Pierre Hiacinthe Bernard hath sold, and by these presents doth sell, transfer, convey, and set over, to the said John Baptist Verret, a certain tract or parcel of land, situated in the aforesaid parish, on the east side of the bayou Téche, adjoining the lands of him, the said Pierre Hiacinthe Bernard, on the upper side, and the lands of Adriene Hartman on the lower side, containing two arpents in front on the bayou, with the ordinary depth of forty arpents, the lines running back parallel with all the improvements thereon, and all the rights and privileges thereunto belonging, and the said Pierre Hiacinthe Bernard binds himself, his heirs, executors, &c., to warrant and guarantee a good and com-

plete title for the aforesaid tract of land as above described, to him, the said John Baptist Verret, his heirs and assigns forever, free from the claim or claims of all and every person or persons whomsoever. This sale and conveyance is made for and in consideration of a certain tract or parcel of land, which the said John Baptist Verret has this day sold, and by these presents [doth] sell, transfer, convey, and set over to the said Pierre Hiacinthe Bernard, situated in the aforesaid parish, on the west side of the bayou Téche, adjoining the lands of the said Pierre Hiacinthe Bernard on the upper side, and the lands of François Dumenel on the lower side, containing two arpents in front, with such depth as may be found within the aforesaid boundary, agreeably to a survey and plat made of said land by William Johnson, together with all the improvements, rights, and privileges thereunto belonging, or in any wise appertaining, with the exception of the dwelling-house, a pigeon-house, and a negro cabin, which the said John Baptiste Verret reserves with the privilege of moving them off the said land; and the said John Baptist Verret, binds himself, his heirs, executors, &c., to warrant and guarantee a good and complete title for the aforesaid tract of land as above described, with the improvements thereon, with the aforesaid exception, to him, the said Pierre Hiacinthe Bernard, his heirs and assigns forever, free from the claim or claims of all and every person or persons whomsoever. It is agreed upon by the parties to these presents, that such regulations as they may make in an act under private signature, dated thirtieth day September last, and not mentioned in this exchange of land, are to be binding on both.

In witness whereof the said parties have hereunto set their hands before Jehu Wilkinson, judge of the parish of St. Mary, in presence of Joseph Charpontin and John Labarthe, witnesses, the day and year above written.

(Signed) H. BERNARD,
JEAN BAPTISTE VERRET.

(Signed) JON. LABARTHE,
J. CHARPONTIN.

Done before me the day and date above written.

JEHU WILKINSON, *Par. judge.*

STATE OF LOUISIANA, *parish of St. Mary.*

I, Jehu Wilkinson, parish judge of the parish aforesaid, certify, that the foregoing is a true copy of the original in my office.

In witness whereof I hereunto set my hand and affix the seal of my office, at the parish of St. Mary, this 8th day of October, 1816. [SEAL.]

(Signed) JEHU WILKINSON,
Parish judge.

11°. The plaintiffs offered in evidence a deed of sale by notarial act, dated 7th of September, 1820, from Hyacinthe Bernard and his son, to

Eloy Broussard, of a tract of land on the east side of the Téche, having about eight arpents in front, more or less, between the boundaries, by the depth of forty, bounded above by the lands of Nicholas Verret, and below by the two arpents sold by Bernard to Jean Bapte. Verret, which document is in the words and figures following, to wit:

STATE OF LOUISIANA, *parish of St. Mary.*

On this seventh day of September, in the year of our Lord one thousand eight hundred and twenty, before me, Jehu Wilkinson, parish judge of the parish aforesaid, personally appeared Hyacinthe Bernard and Raymond Bernard, of said parish, and in presence of witnesses hereinafter named and subscribed, acknowledged that, for and in consideration of the sum of four thousand dollars, two thousand dollars of which is paid cash in hand to the said Hyacinth Bernard and Raymond Bernard by Eloy Broussard, of the parish of St. Martin, the receipt of which they do by these presents acknowledge, and the balance, two thousand dollars, to be paid by the said Eloy Broussard to the said Hyacinth Bernard and Raymond Bernard in the month of April next; and for the consideration aforesaid, they, the said Hyacinth Bernard and Raymond Bernard, hath bargained, sold, and conveyed, and by these presents doth bargain, sell, convey, alien, confirm, and deliver, unto the said Eloy Broussard, all and singular that tract or parcel of land, lying and being situated in the parish of St. Mary, on the east side of the bayou Téche, fronting thereon, bounded on the lower side by land sold by the said Hyacinth Bernard to John B. Verret, and on the upper side by lands of Nicolas Verret, containing about eight arpents in front, be the same more or less, contained between the said boundaries, with the depth of forty arpents, with all the buildings and improvements thereon, and all the rights, privileges thereunto belonging, or in any wise appertaining, unto him, the said Eloy Broussard, his heirs and assigns forever; and the said Hyacinth Bernard and Raymond Bernard bind themselves and their heirs to warrant, defend, and guarantee the aforesaid tract of land as above mentioned, described, and situate, unto him, the said Eloy Broussard, his heirs and assigns forever, from and against the claim or claims of all and every person or persons whomsoever.

It is, however, agreed upon by the said parties, that the said Hyacinth Bernard and Raymond Bernard, and their heirs or assigns, are to have the privilege of cutting and carrying away wood from any part of the tract of land above mentioned, for the use of the plantation on which they now reside, opposite thereto. Also, Philip Lange is to have the privilege of cutting and carrying [from] the said land at the back part thereof, wood for the use of two arpents of land that he purchased from the said Hyacinth Bernard; and the said Eloy Broussard, being also present accepting this sale.

In witness whereof the said parties have hereunto set their hands be-

fore me, the said judge, in presence of Joseph Charpentin and Delphy Carline, witnesses, this 7th day of September, 1820.

H. BERNARD,
R. BERNARD,
ELOY BROUSSARD.

Witness: J. CHARPENTIN,
DELPHY CARLIN,

JEHU WILKINSON,
Parish Judge.

STATE OF LOUISIANA, *parish of St. Mary.*

I, Jehu Wilkinson, parish judge of the parish of St. Mary aforesaid, certify that the foregoing is a true copy of the original on record in my office. In witness whereof I have hereunto set my hand, and affixed the seal of the parish of St. Mary, at the parish aforesaid, this 10th day of September, in the year of our Lord one thousand eight hundred and twenty.

[SEAL.] (Signed) JEHU WILKINSON,
Parish Judge.

12o. The plaintiffs offered in evidence an act of exchange, by act under private signature, dated 23d of October, 1823, by which Jean B. Verret gives in exchange the tract of two arpents in front, formerly received in exchange from H. Bernard, and receives in exchange from Eloy Broussard two arpents of land in front adjoining, above the land of Nicholas Verret; (this document is also annexed to Judge Moore's testimony, proving the signature of the parties and witnesses;) which document is in the words and figures following, to wit:

Echange deux arpens de terre, fait entre Eloy Broussard et Jean Baptiste Verette, comme suite, savoir:

Moi, Eloy Broussard, je convient de cédé et livré pour toujours, et sans aucune reclamation quelconque, à Jean Bâptiste Verrette, deux arpens de terre, sans aucune bâtisse ni barière. La terre étant situé sur le bayou Téche, attenant à la borgue de Nicolas Verette en descendant.

Et moi, Jean Baptiste Verette, je convient aussi décédé au dit Eloy Broussard, deux arpens de terre, avec les même conditions et sans aucune bâtisse ni bariére.

La ditte terre étant situé sur la bayou Téche, et attenant à la borgue de James Campbell, en remontant le bayou; et je me charge de payer l'arpentage pour la terre que le dit Eloy Broussard m'a livré ainsi que l'acte d'échange.

Fait à l'amiable, et pardevant témoins, le vingt-cinquième jour d'Octobre, 1823.

Paroisse St. Marie, le 25 *Sbre*, 1823.

(Signed) ELOY BROUSSARD,
BAPTISTE VERET.

NICHOLAS VERRET, temoin.
E. RICELLAY, idem.

13o. The plaintiffs offered in evidence a deed of sale from the heirs of Jean Baptiste Verret to Gabriel L. Fuselier, dated 15th of October, 1840, by which they sold two arpents of land in front on the east of the bayou Téche, (the same exchanged with E. Broussard;) which document is in the words and figures following, to wit:

E, 394.

STATE OF LOUISIANA, *parish of St. Mary.*

Before me, William T. Palfrey, parish judge, and ex officio notary public in and for the parish of St. Mary.

Personally appeared Mrs. Olympiade Verret, of said parish, widow of the late Jean Baptiste Verret, deceased, Louis Dulino Verret, also of said parish, Philippe Dorsino Verret, also of said parish, and Jean Baptiste Verret, also of said parish, an emancipated minor, above the age of nineteen years, who declared that they did, by these presents, bargain, sell, assign, convey, and set over, to Mr. Gabriel Laclair Fuselier, of said parish of St. Mary, here present and accepting, a certain tract of land situated in said parish, at a place called the Indian Bend, on Verret's Bend, having two arpents front on the east side of the bayou Téche, with the ordinary depth of forty arpents, bounded on both sides by land of John De Hart, with all the buildings and improvements thereon, rights and appurtenances thereunto belonging.

To have and to hold the said tract of land, with full warranty of title, free from all liens, mortgages, and incumbrances whatsoever, and with subrogation of all rights of warranty held by these vendors, unto said Gabriel Laclair Fusilier, his heirs and assigns forever.

This sale is made for and in consideration of the price and sum of two thousand dollars cash in hand paid, receipt whereof is hereby acknowledged.

The parties agree to dispense with the certificate required by article 3,328 of the civil code of this State, and exonerate me, said judge, from all liability on account of the non-production of the same.

Done and passed at the residence of Jehu Wilkinson, on this fifteenth day of October, A. D. eighteen hundred and forty, in presence of said Jehu Wilkinson and Godefroy Verret, competent witnesses, who have signed these presents with said appearers, and me, said judge, after due reading. (Original signed)

OLYMPIADE VERRET,
LOUIS DULINO VERRET,
PHILIPPE DORCINO VERRET,
JEAN BAPTISTE VERRET,
G. L. FUSELIER,

Witness: JEHU WILKINSON,
GODEFROI VERRET,

W. T. PALFREY, *Parish Judge.*

STATE OF LOUISIANA, *parish of St. Mary.*

I, John A. Dumartrait, recorder in and for the parish of St. Mary, do

hereby certify the annexed to be a true and correct copy from the original on file and of record in my office.

In faith whereof witness my hand and seal official, this 8th day of February, A. D. 1847.

[SEAL.] (Signed) J. A. DUMARTRAIT,
Recorder.

14o. The plaintiffs offered in evidence a deed of sale by notarial act, dated 11th of March, 1829, from Eloy Broussard to John Dehart, of the tract of eight arpents in front, more or less, on the east side of the Téche, (the same he had purchased of Bernard) bounded above by Jean B'st Verret; which document is in the words and figures following, to wit:

Be it remembered that on this eleventh day of March, in the year of our Lord one thousand eight hundred and twenty-nine, before me, Joshua Baker, judge of the parish of St. Mary, and ex officio notary public in and for said parish, came and personally appeared at my office, in the town of Franklin, Eloi Broussard, inhabitant of said parish, who declares that he hereby sells to John De Hart, of the parish of West Feliciana, here present and accepting of the same, about eight arpents front of land, more or less, on the east side of the bayou Teche, with the ordinary depth of forty arpents, bounded above by lands of Nicolas Verret, and on the lower side by lands sold by Hyacinthe Bernard to John B. Verret, together with all the houses, fences, improvements, and other appurtenances thereunto belonging, together with all the plant canes on said plantation at present.

And the said Eloi Broussard hereby binds himself, his heirs, and assigns, to warrant, defend, and guarantee to the said John De Hart, his heirs and representatives, the property thus sold, transferred, and delivered, against the claim, right and title of all and every person whatsoever. It is, however, understood and agreed upon between the parties, that Hyacinthe Bernard and Raymond Bernard, their heirs and assigns, are to have the privilege of cutting and removing wood from any part of the tract of land above mentioned, for the use of the plantation belonging, or lately belonging, to them, opposite thereto; and also, that Philip Lange is to have the privilege of cutting and carrying off the said tract of land at the back part thereof, wood for the use of two arpents of land that he purchased from Hyacinthe Bernard. This sale and transfer is made for and in consideration of the sum of twelve thousand dollars, lawful money of the United States, of which sum the said Eloi Broussard hereby acknowledges to have received the sum of three thousand dollars, before signing this act; the balance of nine thousand dollars to be paid at the following terms, to wit: two thousand dollars in all the month of March, 1830; three thousand dollars in all March, 1831; and the balance of four thousand dollars in all March, 1832; for which three last mentioned sums the said De Hart gives and executes to said Broussard, his three promissory notes at the terms aforesaid,

with ten per cent. interest on each of said payments, from the time they may fall due until payment; the seller hereby reserving and the purchaser consenting to a mortgage on said land and appurtenances, to secure the full and entire payment of said notes. The purchaser hereby discharges the said judge and notary from any liability for the non-production of the certificate of mortgages required by article 3,328 of the new civil code of Louisiana.

In witness whereof the said parties have hereunto signed their names in presence of Isaac L. Baker and John Towles, subscribing witnesses before me, the judge and notary aforesaid, on the day and year first written. (Original signed)

ELOI BROUSSARD,
JOHN DE HART,
JOSHUA BAKER,
Parish Judge.

Witnesses: ISAAC L. BAKER,
JOHN TOWLES, *Nota.*

The boundaries in the above act are not properly stated. The land is bounded above by John B. Verret, and below by Joseph Lacy. This note added after signing, by consent of all parties.

ELOI BROUSSARD,
JOHN DE HART,
ISAAC L. BAKER,
JOHN TOWLES.
JOSHUA BAKER,
Parish Judge.

STATE OF LOUISIANA, *parish of St. Mary.*

I, John A. Dumartrait, parish judge and ex officio recorder of conveyances in and for the parish of St. Mary, do certify the foregoing to be a true copy from the original on file and of record in my office.

Given under my hand and seal of office, this 1st day of March, A. D. 1845.

[SEAL.] (Signed) J. A. DUMARTRAIT,
Parish Judge.

15o. The plaintiffs offered in evidence an extract of the probate sale of John De Hart's property, dated 6th of February, 1842, by which it is shown that the above tract, purchased of E. Broussard, was adjudicated to the heirs of De Hart, who are now the owners thereof, being bounded above by land of G. L. Fuselier; which document is in the words and figures following, to wit:

STATE OF LOUISIANA, *parish of St. Mary.*

Judicial sale of property belonging to the succession of the late John De Hart, of said parish, deceased, made pursuant to an order of the court of probates of said parish, dated on the 20th day of December last

past, and in conformity with the proceedings and deliberations of a family meeting of creditors of said succession, held on the 13th day of the present month, and of a family meeting held on the 28th day of the present month, to deliberate on the interest of the minor heirs of said deceased; the proceedings of both which meetings have been duly homologated by me, William T. Palfrey, parish judge, and ex officio judge of the court of probates, in and for said parish, after due advertisement in the French and English languages, by posting at the court-house door of said parish, and inserting in the Planter's Banner, at each publication thereof, for more than thirty days, inclusive of the days of advertising and sale, on the following terms and conditions, to wit: all the landed property and improvements thereon, to be sold, payable in three equal instalments—the first on the 1st of March, 1843; the second on the 1st of March, 1844; and the third on the first of March, 1845. The slaves payable in two equal instalments—the first on the first of March, 1843, and the second on the first of March, 1844. The personal property, all sums of fifty dollars and under, cash; and all sums above fifty dollars, on the first of March, 1843; purchasers, in all cases of credit, to give their notes with personal security in solido, to the satisfaction of the administrator; and all property susceptible of mortgage or privilege, to remain specially mortgaged or subject to privilege in favor of said administrator, to secure the payment of said notes and interest thereon; which said notes are to be made conditioned to bear interest at the rate of ten per cent. per annum, from time due till paid, if not paid at maturity, and to be made payable to the order of said administrator, at the Branch of the New Orleans Canal and Banking Company at Franklin. The steam engine placed upon the inventory of said succession as lot No. seven, to be sold in the same manner as the other personal property, except that the sum of one hundred and fifty dollars on the sale of the same is to be paid in cash also. No property is to be adjudicated or delivered to the purchaser until he shall have complied with the conditions of the sale, which said conditions having first been audibly announced to the by-standers, the following adjudications took place, viz:

1st. A tract of land, sugar plantation, numbered in the inventory of said succession as lot No. 110, (purchased by the deceased of Eloy Broussard, on the 11th day of March, 1829,) having about eight arpens front on the east side of the bayou Téche, in this parish, with the ordinary depth of forty arpens, bounded above by land of G. L. Fuselier, and below by lands of Henry Foot, with all improvements thereon, the right of community in the wood on the same being reserved to the proprietors of the land lying opposite, formerly belonging in part to Hyacinthe and Raymond Bernard, and Philip Lange, adjudicated to John N. E. De Hart, Margaret E. De Hart, Sarah A. De Hart, and Cornelia L. De Hart, minors, children and heirs of the late John De Hart, deceased, representing herein by their tutrix, Mrs. Sarah B. Evans, (authorized to accept this adjudication by a family meeting,

with ten per cent. interest on each of said payments, from the time they may fall due until payment; the seller hereby reserving and the purchaser consenting to a mortgage on said land and appurtenances, to secure the full and entire payment of said notes. The purchaser hereby discharges the said judge and notary from any liability for the non-production of the certificate of mortgages required by article 3,328 of the new civil code of Louisiana.

In witness whereof the said parties have hereunto signed their names in presence of Isaac L. Baker and John Towles, subscribing witnesses before me, the judge and notary aforesaid, on the day and year first written. (Original signed)

ELOI BROUSSARD,
JOHN DE HART,
JOSHUA BAKER,
Parish Judge.

Witnesses: ISAAC L. BAKER,
JOHN TOWLES, *Nota.*

The boundaries in the above act are not properly stated. The land is bounded above by John B. Verret, and below by Joseph Lacy. This note added after signing, by consent of all parties.

ELOI BROUSSARD,
JOHN DE HART,
ISAAC L. BAKER,
JOHN TOWLES.
JOSHUA BAKER,
Parish Judge.

STATE OF LOUISIANA, *parish of St. Mary.*

I, John A. Dumartrait, parish judge and ex officio recorder of conveyances in and for the parish of St. Mary, do certify the foregoing to be a true copy from the original on file and of record in my office.

Given under my hand and seal of office, this 1st day of March, A. D. 1845.

[SEAL.] (Signed) J. A. DUMARTRAIT,
Parish Judge.

15o. The plaintiffs offered in evidence an extract of the probate sale of John De Hart's property, dated 6th of February, 1842, by which it is shown that the above tract, purchased of E. Broussard, was adjudicated to the heirs of De Hart, who are now the owners thereof, being bounded above by land of G. L. Fuselier; which document is in the words and figures following, to wit:

STATE OF LOUISIANA, *parish of St. Mary.*

Judicial sale of property belonging to the succession of the late John De Hart, of said parish, deceased, made pursuant to an order of the court of probates of said parish, dated on the 20th day of December last

past, and in conformity with the proceedings and deliberations of a family meeting of creditors of said succession, held on the 13th day of the present month, and of a family meeting held on the 28th day of the present month, to deliberate on the interest of the minor heirs of said deceased; the proceedings of both which meetings have been duly homologated by me, William T. Palfrey, parish judge, and ex officio judge of the court of probates, in and for said parish, after due advertisement in the French and English languages, by posting at the court-house door of said parish, and inserting in the Planter's Banner, at each publication thereof, for more than thirty days, inclusive of the days of advertising and sale, on the following terms and conditions, to wit: all the landed property and improvements thereon, to be sold, payable in three equal instalments—the first on the 1st of March, 1843; the second on the 1st of March, 1844; and the third on the first of March, 1845. The slaves payable in two equal instalments—the first on the first of March, 1843, and the second on the first of March, 1844. The personal property, all sums of fifty dollars and under, cash; and all sums above fifty dollars, on the first of March, 1843; purchasers, in all cases of credit, to give their notes with personal security in solido, to the satisfaction of the administrator; and all property susceptible of mortgage or privilege, to remain specially mortgaged or subject to privilege in favor of said administrator, to secure the payment of said notes and interest thereon; which said notes are to be made conditioned to bear interest at the rate of ten per cent. per annum, from time due till paid, if not paid at maturity, and to be made payable to the order of said administrator, at the Branch of the New Orleans Canal and Banking Company at Franklin. The steam engine placed upon the inventory of said succession as lot No. seven, to be sold in the same manner as the other personal property, except that the sum of one hundred and fifty dollars on the sale of the same is to be paid in cash also. No property is to be adjudicated or delivered to the purchaser until he shall have complied with the conditions of the sale, which said conditions having first been audibly announced to the by-standers, the following adjudications took place, viz:

1st. A tract of land, sugar plantation, numbered in the inventory of said succession as lot No. 110, (purchased by the deceased of Eloy Broussard, on the 11th day of March, 1829,) having about eight arpens front on the east side of the bayou Téche, in this parish, with the ordinary depth of forty arpens, bounded above by land of G. L. Fuselier, and below by lands of Henry Foot, with all improvements thereon, the right of community in the wood on the same being reserved to the proprietors of the land lying opposite, formerly belonging in part to Hyacinthe and Raymond Bernard, and Philip Lange, adjudicated to John N. E. De Hart, Margaret E. De Hart, Sarah A. De Hart, and Cornelia L. De Hart, minors, children and heirs of the late John De Hart, deceased, representing herein by their tutrix, Mrs. Sarah B. Evans, (authorized to accept this adjudication by a family meeting,

duly convoked and held according to law, at the price of thirteen thousand seven hundred dollars - - - - - $13,700

S. B. EVANS, *tutrix of said minors.*

2d. A parcel of land in the Indian Bend in this parish, on the west side of the bayou Téche, having one arpent front by the depth that belongs to the same, with the lines closing behind, bounded below by land of Ursin Carlin, and above by land of , adjudged to witness Marie Rose Pecot, widow Armelin, at the price of one hundred and eighty dollars - - - - - 180

her
MARIE ROSE X PECOT.
mark.

3d. A tract of land situated in this parish, having about eight arpens front, more or less, on the east side of the bayou Téche, (acquired by the deceased by purchase at probate sale of the estate of the late N. Verret, by the depth that belongs to the same, being forty arpens, more or less, with the benefit of the opening,) bounded above by land of Bernard, and below by land of G. L. Fuselier, with all improvements thereon, the wood therein being in community with the proprietor of the tract of land of nine arpens front lying opposite, formerly the property of A. Meynier, now belonging to Madam Armelin, adjudged to Gabriel Laclaire Fuselier, at the price of seven thousand dollars - - 7,000

G. L. FUSELIER.

Total, twenty thousand two hundred and eighty dollars - $20,880

Done at the last place of residence of said deceased, begun on the thirty-first day of January, A. D. eighteen hundred and forty-two, according to previous advertisement as aforesaid, and closed on this first day of February, A. D. eighteen hundred and forty-two, all in presence of Joseph V. Fourney and Henry Foote, competent assisting witnesses, who have signed these presents with the purchasers of real estate and slaves, parties interested, and me said judge; also, John W. Evans, under-tutor to the minor children of said deceased. A. T. Conrad, administrator; J. W. Evans, under-tutor; Henry Foote, J. V. Fourney, W. T. Palfrey, parish judge.

The proceeds of the above sales have been settled with the undersigned administrator of this succession by W. T. Palfrey, parish judge, as follows, viz:

Notes taken at sale delivered to me - - -	$24,543 22
Cash " " " paid to me - - - -	303 69
Total of the original sale, twenty-four thousand eight hundred and forty-six $\frac{91}{100}$ dollars.	$24,846 91

A. T. CONRAD, *Adm'r.*

February 6, 1842.

STATE OF LOUISIANA, *parish of St. Mary.*

I, John A. Dumartrait, parish judge and ex officio recorder of conveyances in and for the parish of St. Mary, do hereby certify the instrument on the reverse to be a true extract from the original on file and of record in my office.

[SEAL.] Given under my hand and seal of office, this 29th day of March, A. D. 1845.

(Signed) J. A. DUMARTRAIT, *Parish Judge.*

16°. The plaintiffs offered in evidence a deed of sale by notarial act, dated 7th of April, 1831, from Hyacinthe Bernard to James B. Pickett of a tract of land on the west side of the river Téche, containing 161 superficial arpens, (this is the same tract designated on the township map by section 5,) which document is in the words and figures following, to wit:

STATE OF LOUISIANA, *parish of St. Mary.*

Be it remembered, that on this the seventh day of April, A. D. 1831, before me, Joshua Baker, parish judge and ex officio notary public in and for the said parish, personally came and appeared Hyacinthe Bernard, of this parish, who declared and confessed that he had bargained and sold, and by these presents doth bargain, sell, alien, set over, and deliver, unto James B. Picket, of Chester county and State of South Carolina, here present and accepting a certain tract or parcel of land, situated in this parish, on the west side of the bayou Téche, containing one hundred and sixty-one superficial arpens, bounded on the upper side by land claimed by Henry Stump, and on the lower side by land of Stephen Barabino, and having a right of community in and to the wood on the land opposite on the east bank of said bayou, which land last aforesaid was sold to Eloy Broussard, some years ago, with a reservation of said right of wood. And the vendor thereby fully warrants the title of said land thus sold unto the said James Pickett forever.

This present sale, transfer, and delivery, is made for and in consideration of the sum of two thousand four hundred dollars, which the vendor acknowledges to have received in the hire of the negroes of Reuben Pickett, deceased, and gives full discharge and acquittance. The purchaser hereby discharges me, said judge and notary, from all liability on account of the non-production of the certificate of the recorder of mortgages required by the 3328th article of the civil code.

In testimony whereof the parties have hereunto signed in presence of Charles Oliver and A. Fuselier, subscribing witnesses, and before me, said judge and notary, the day and year first written.

(Original signed) H. BERNARD,
JAMES B. PICKETT,
CHS. OLIVER,
A. FUSELIER,
JOSHUA BAKER,
Parish Judge.

STATE OF LOUISIANA, *parish of St. Mary.*

I, John A. Dumartrait, parish judge and ex officio recorder of conveyances in and for the parish of St. Mary, do hereby certify the foregoing to be a true and correct copy of the original on file and of record in my office.

Given under my hand and seal of office, on this 18th day of July, A. D. 1845.

[SEAL.] (Signed) J. A. DUMARTRAIT,
Parish Judge.

17°. The plaintiffs offered in evidence a deed of sale, by notarial act, dated 8th of February, 1832, from Joshua Baker, as agent of James B. Pickett, to Urbain Carlin and Theolin Carlin, of the above tract, said to contain 160 superficial acres, more or less, which document is in the words and figures following, to wit:

STATE OF LOUISIANA, *parish of St. Mary.*

Be it remembered, that on this eighth day of February, A. D. 1832, before me, Seth Lewis, jr., justice of the peace, acting in and for the parish of St. Mary, personally came and appeared Joshua Baker, (who is the only acting notary in said parish,) who, as the attorney in fact of James B. Pickett, of Chester district, South Carolina, declared and confessed that he had, and by these presents doth, bargain, sell, alien, set over, and deliver, unto Urbain Carlin and Theolin Carlin, both of said parish, here present and accepting, a certain tract or parcel of land, lying and being situated in this parish, on the west side of the bayou Téche, containing about one hundred and sixty superficial acres, more or less, bounded above by land of Henry Stump, and below by land of Stephen Barabino, together with such right to cut wood on the land on the opposite side of the bayou as is reserved in the sale of said land on the opposite side of the bayou, made by Eloi Broussard to John De Hart, on the 11th March, 1829, and passed before said Baker in his quality of notary public.

The land sold is warranted by the said Pickett to be free from mortgages; and he further warrants the title of the same against the claim or claims of all persons whomsoever.

This present sale, transfer, and delivery is made for and in consideration of the sum of two thousand dollars, to be paid as follows, to wit, the sum of six hundred and sixty-six dollars on the first day of April, 1832; the sum of six hundred and sixty-seven dollars to be paid on the first day of April, 1833; and the balance of six hundred and sixty-seven dollars to be paid on the first day of April, 1834; for which instalments the purchasers have given their joint several obligations or promissory notes, with Godefroy and Ursin Carlin securities in solido, payable when said instalments shall respectively fall due; conditioned to bear ten per cent. interest from time due till paid. The said notes are duly identified with this act by me, said justice. And the more effectually to secure the punctual and final payment of said notes, with the interest that may

accrue thereon, the land sold is by the purchaser specially mortgaged to said James B. Pickett, by these presents, and confessed by his said attorney in fact, Joshua Baker. The purchaser hereby releases me said justice of the peace, from all liability for the non-production of the certificate of the recorder of mortgages, as is required by 3328th article of the civil code.

In witness whereof the parties have hereunto signed their names in presence of Edwin L. Cockle and Euphrasy Carlin, subscribing witnesses, and before me, said justice of the peace, the day and year first written.

(Original signed) JOSHUA BAKER,
URBIN CARLIN,
THEOLIN CARLIN.

Witnesses—
EDWIN L. COCKLE,
EUPHRASY CARLIN.

JOSHUA BAKER,
Parish judge.

STATE OF LOUISIANA, *parish of St. Mary.*

I, John Dumartrait, parish judge and ex officio recorder of conveyances in and for the parish of St. Mary, do hereby certify the foregoing to be a true copy from the record in my office.

In witness whereof, I have granted these presents, under my signature and seal of office, on this 2d day of August, A. D. 1845.
[SEAL.]
(Signed) J. A. DUMARTRAIT',
Parish judge.

180. The plaintiffs offered in evidence a deed of sale by notarial act, dated 19th May, 1837, from Urbain Carlin et al., to widow John Armelin, of the above tract of land, described as containing about eight arpents and a half in front, on the west side of the Téche, more or less, by the depth which belongs to the same, with the lines closing behind, and containing 160 superficial acres, &c.; which document is in the words and figures following, to wit:

STATE OF LOUISIANA, *parish of St. Mary.*

Before John Moore, parish judge and ex officio notary public in and for the parish of St. Mary, personally appeared Urbain Carlin, Theolin Carlin, Theodore Carlin, and Jean Bte. Verret, all of this parish, who declared that they had bargained and sold unto Mrs. Maria Rose Pecot, widow of John Armelin, deceased, also of this parish, present and accepting, a certain tract of land, situated in this parish, in the Indian Bend, on the west side of the bayou Téche, having about eight and a half arpents front on said bayou, less or more, by the depth that belongs to the same, with the lines closing behind, and containing one hundred and sixty superficial arpents, with all the buildings and improvements thereon, rights and appurtenances thereunto belonging, including the

right and use of cutting wood on the land on the opposite side of said bayou.

The said vendors sell on the following proportion, to wit: The said Urbain Carlin about four arpents front, containing eighty superficial arpents, to be taken on the lower side of said land. The said Theolin Carlin all the right, titles, and interest he may have in the portion last aforesaid, together with all the buildings and improvements, and other rights to him belonging thereon. The said Jean Baptiste Verret about two arpents on the upper side of said land, with all the buildings and improvements thereon. The said Theolin Carlin about two arpents front, containing about forty superficial arpents, with the improvements thereon, bounded above by the portion last aforesaid, and below by the portion sold by Urbain Carlin; the said tract of land being the same that the said Urbain Carlin and Theolin Carlin acquired by purchase from James B. Pickett, by act passed on the eighth day of February, 1832, before Seth Levis, jr., justice of the peace in and for the parish of St. Mary, and of record in the office of the parish judge thereof, and being the same that said Pickett acquired of Hyacinth Bernard, bounded above by land formerly belonging to Nicholas Verret and Henry Stump, and below by land now belonging to John Dehart, formerly Barabino's. The said premises to have and to hold to the said purchaser, her heirs and assigns forever, with general warranty of title, free from any mortgage or incumbrance whatsoever.

This sale is made for and in consideration of the price of four thousand eight hundred, paid and to be paid to said vendors, in manner and proportion following, to wit:

To Urbain Carlin eighteen hundred and seventy-five dollars. To Theolin Carlin five hundred and seventy-five dollars. To Theodore Carlin eleven hundred and seventy-five dollars. And Jean Bte. Verret eleven hundred and seventy-five dollars; payable one third cash in hand *paid*, the receipt whereof is hereby acknowledged, one-third at twelve months after date, and one-third at two years from date, for which the said purchaser has delivered her eight several promissory notes of even date herewith, conditioned to bear interest at the rate of ten per cent. per annum from time due until paid, and made payable two of six hundred and twenty-five dollars each, one at twelve months, and the other at two years, to the order of Urbin Carlin; two others for the sum of one hundred and twenty-one dollars and two-thirds each, one at twelve months, the other at two years, to the order of Theolin Carlin; two others for the sum of three hundred and ninety-one dollars two-thirds each, one at twelve months, the other at two years, to the order of Theodore Carlin; two others for the like sum each, one at one year, and the other at two years, to the order of Jean Bte. Verret; which notes are duly attested and identified herewith; and to secure the punctual and final payment thereof the said premises are to be and remain specially mortgaged.

The said Jean Bte. Verret promises to produce the voluntary renunciation of his wife in favor of the present purchaser to the premises by

him sold as aforesaid. And the parties agree to dispense with the certificate required by article 3328 of the code of this State, and to exonerate said judge from all liability for the non-production thereof.

Done and passed at Franklin, on this nineteenth day of May, eighteen hundred and thirty seven, in presence of Frederick Pecot and Alcide Meynier, competent witnesses residing in this parish, who have signed these presents, with the said parties and judge, after due reading; the purchaser not knowing how to write, makes her ordinary mark.

(Original signed) URBIN CARLIN,
THEOLIN CARLIN,
THEODORE CARLIN,
JEAN BTE. VERRET,
her
MARIE ROSE x PECOT,
mark.
A. MEYNIER,
FRC. PECOT,
JOHN MOORE, *Parish judge.*

STATE OF LOUISIANA,
Parish of St. Mary.

I, John A. Dumartrait, parish judge and ex officio recorder of mortgages, in and for the parish of St. Mary, do hereby certify the foregoing to be a true copy from the original on file and of record in my office.

Given under my hand and seal of office on this the 18th day of [SEAL.] July, A. D. 1845.

(Signed) J. A. DUMARTRAIT,
Parish Judge.

19°. The plaintiffs offered in evidence the certificate of confirmation B, No. 1,255, issued in favor of Marie Joseph, for 640 superficial arpents. This is the same tract which is located in the township map under sections 14 and 21, calling to be bounded and taken from the boundary of Philip Verret, (see map No. 3;) which document is in the words and figures following, to wit:

WESTERN DISTRICT, ORLEANS TERRITORY,
B, No. 1,255. *Deputy Register's No.* 220, *Attakapas.*

By the commissioners appointed for the purpose of ascertaining the rights of persons to lands within the district and territory aforesaid it is hereby certified: That Marie Joseph, (a free negro woman) of the county of Attakapas, is confirmed in her claim to a tract of land containing six hundred and forty superficial arpens, equal to five hundred and forty-one and $\frac{6}{100}$ American acres, founded on settlement and occupancy by the claimant on, and eight consecutive years previous the 20th December, 1803, of which tract, nine arpens front, by the depth of forty, to be taken on the west side, and seven arpens by the

depth of forty to be taken on the east side, of the bayou Téche, situate in the county of Attakapas, on both sides of the bayou Téche, to be taken from the boundary of Philip Veret, and to have such form and marks, natural and artificial, as shall be represented in a plat to be returned by the principal deputy surveyor of the said district; wherefore, agreeably to the provisions of an act of Congress, passed the third day of March, 1807, entitled "an act respecting the claims to land in the territories of Orleans and Louisiana," the claimant is entitled to a patent from the United States for the above described tract of land, or so much thereof as is not rightfully claimed by any other persons, unless the same shall be found to include either a lead mine or salt spring. This certificate being filed with the register of the land office for the said district, within twelve month from the date hereof, shall entitle the claimant to the certificate of the said register, on which a patent shall issue.

Given under our hands at Opelousas, this sixth day of August, in the year one thousand eight hundred and eleven, and in the thirty-sixth year of the independence of the United States.

(Signed) WM. GARRARD,
" LEVIN WAILES,
" GIDEON FITZ,
Commissioners.

Attest:
JOHN THOMPSON, *Clerk of the board.*

LAND OFFICE AT OPELOUSAS,
State of Louisiana, 27th January, 1848.

I do hereby certify the foregoing to be a true copy from the original of record in my office.

Given under my hand and private seal of office, the day and date [SEAL.] above written.

(Signed) M. McINTIRE,
Register.

20°. The plaintiffs offered in evidence the testimony of Godefroy Verret, John Wilkinson, John Moore, Charles Olivier, Nicholas Loisel, Jean Baptiste Bourgeois, François Borrel, and François Senetiere, all taken by virtue of a commission duly issued, and interrogatories propounded on both sides to the witnesses, which testimony is in the words and figures following, to wit:

(*Commission.*)

District court of the United States for the district of Louisiana, to Joseph Tessier, esq., justice of the peace in and for the parish of St. Mary, or to any other justice of the peace in and for the said parish.

Know ye, that reposing special trust and confidence in your integrity and ability, we hereby authorize and require you, that you call and cause to come before you, Jean Baptiste Bourgeois John Moore,

Godefroy Verret, Charles Olivier, Nicholas Loisel, S. Walker, François Borrel, Eugine Borrel, François Senetiere, Raymond Bernard, and others, and them duly examine on oath, touching and concerning certain matters and things in a cause now depending in the said court, wherein the Chetimachas Indians et al., [are] plaintiffs and the United States are defendants; and the same examination, so taken and reduced to writing, you certify under your hand and seal, and send enclosed to this court without delay, to be read in evidence on the trial of said cause, and send also this writ.

Witness the honorable Theo. H. McCaleb, judge of said court, at the city of New Orleans, this fourth day of January, anno domini 1847, and the 71st year of the independence of the United States of America.

[SEAL.] (Signed) N. R. JENNINGS,
Clerk.

Interrogatories and cross interrogatories.

CHETIMACHAS INDIANS et al.
vs.
UNITED STATES GOVERNMENT.

District court of the United States, Louisiana district.

Interrogatories to be propounded to Jean Baptiste Bourgeois, John Moore, Godefroy Verret, Charles Olivier, Nicolas Lossel, S. Walker, François Borrel, Eugene Borrel, François Sinetère, Raymond Bernard and others, witnesses to be examined on behalf of plaintiffs in the above cause, by virtue of the hereto annexed commission.

1o. Where were you born; what is your age; and where did you reside since your birth until the present time?

2o. Are you acquainted with the tribe of the Chetimachas Indians; how long have you known them; where is their principal settlement or village?

3o. Is it within your knowledge that said Indians, and those holding under them, are in possession of a certain tract of land in the parish of St. Mary? If yea, please state how long you have known them, or those holding under them, in possession of said tract; give a description of the land, of the extent of its location, of its boundaries and division, and of all the circumstances within your recollection, relative to the Indians, possession from its origin, their settlement, and cultivation, &c.

4o. Have not valuable and important improvements been made on the said tract by the Indians, or those holding under them, or by other persons for them, and with their permission; have not considerable buildings and improvements been erected on some portions of said tract by persons holding under them for a great number of years; what is the nature and extent of all those improvements?

5o. Is not the greater part of the said tract of land in actual cultivation by the Indians, or by others holding under them; how long have you known said land in cultivation; please state, as far back as you can recollect, the nature of the culture or crops raised thereon; have not

said Indians, or those holding under them, been always considered and reported, within your knowlege, the owners of said land?

6o. Is it not within your knowlege that the spot upon which the Indians live has always been known under the name of Indian village; and that the town of the bayou Téche, on which their tract fronts, has always been called "the Indian Bend?" Please give a description of their village from the time you first knew it, and of the location of their land on the bayou Téche.

7o. Do you know any other fact material and important to the plaintiffs in this cause? If yea, please state them as fully as if you were particularly interrogated thereon.

(Signed) SIMON & MORPHY, *for pltffs.*

Cross interrogatories to be propounded to each of the above named witnesses.

First. Have you any interest in the event of this suit?

Second. Will you gain or lose any thing should this suit be decided in favor of the plaintiffs?

Third. Are such and every one of the facts stated by you in your answers to the chief interrogatories matter within your own personal knowledge, or do you know them by information from others; and if so, which of them?

Fourth. Do you own by purchase, or do you occupy any lands from the Chetimachas Indians, or claimed by them; or does any one related to you own or occupy any such lands; and if so, in what degree are they related?

Fifth. Are you acquainted with the English language; and in what language have you given your answers to these interrogatories?

(Signed) THOMAS J. DURANT,
Attorney of the United States of Louisiana United States district court, for the district of Louisiana.

Clerk's office, January 2, 1847.

I certify that the foregoing is a true copy from the original on file.

[SEAL.] (Signed) N. R. JENNINGS,
Clerk.

STATE OF LOUISIANA,
Parish of St. Mary.

Be it known, that on this day, 30th of January, in the year of our Lord 1847, and the twenty-first of the independence of the United States, by virtue of a commission issued from the court of the United States, for the eastern district of Louisiana, directed to Joseph Tessier, esquire, justice of the peace in and for the parish of St. Mary, or to any other justice of the peace in and for the said parish, I, Jean A. Tessier, one of the justices of the peace acting in and for the said parish of St. Mary, have caused to come and appear before me the hereinafter named witnesses, whose testimony I have been directed to take under

the said commission, to be used in evidence in a cause now depending in the said court, wherein the Chetimachas Indians and others are plaintiffs, and the United States are defendants, and who have been duly examined, on oath, in answer to the interrogatories propounded to them by both parties, and which interrogatories are annexed to the aforesaid commission. And the said herein after named witnesses, after having been duly sworn by me, on the holy evangelists of the Almighty God, have answered the said interrogatories as follows, to wit:

(*Testimony of Godfroy Verret.*)

Godfroy Verret, sworn, says: 1st. I was born in the parish of Point Coupé; I am sixty years of age; from my birth, until the age of twenty-five years, my residence was on the bayou Lafourche, but since that time I have always resided in the parish of St. Mary, in the neighborhood of the Indian bend.

2d. I know the tribe of the Chetimachas Indians; I have known them for thirty-five or thirty-six years; their principal establishment or village I have always known to be between the upper boundary of Mr. Pellerin's tract, and the spot on which they now live; their village was first on the tract by them sold to Bernard; they then got a little lower down on a part of their tract, where their village has been ever since.

3d. It is within my knowledge that the Chetimachas Indians, and those holding under them, are in the actual possession of a large tract of land in the parish of St. Mary; and I have always known them in the possession of the same ever since I have resided in this parish; the Indian land commenced above on both sides of the bayou, from the upper boundary of the portion sold by them to Frederick Pellerin, and ended at the lower boundary of the tract sold to Philip Verret, which latter boundary forms the upper line of the tract of François Collet; I think the Pellerin's portion contains about thirty arpents in front on each side; after which comes the land sold to Bernard, also on each side; the Indian village is next adjoining; after which comes another tract sold by the Indians to Bernard; the portion sold to Carmouche and Marie Joseph is next adjoining; and then comes the tract of land sold by the Indians to Philip Verret. Such are the location, boundaries, and divisions of the Indian tract, such as I have always known them to be. The Indian village existed between the two boundaries above mentioned, at the time I came to reside in this parish; and the Indians used to cultivate corn, potatoes, and rice, which I have always known them to cultivate ever since.

4th. Valuable and important improvements have been made on this tract of land within my knowledge; the Indian village consists of cabins made with pews, with their fields enclosed; Mr. Pellerin has a large house upon his tract and other buildings; Mr. Frère has a large sugar plantation on the tract, he bought of Bernard; there is a church on the lower tract of Bernard, and a small village, called Charenton, on the west side of the bayou; on the east side of the bayou is a large sugar plantation established by the heirs of Bernard, including a tract of

the land of Carnouche and Madame Armelin, on one side, and the heirs of Dehart, on the other, have their sugar plantation and improvements on a part of the tract of Philip Verret; the lower portion of which is also occupied by other individuals as sugar estates; all the improvements are valuable and important, and have been established, within my knowledge, for at least twenty years; some more and some less.

5th. The greater part of the Indian tract is now in actual cultivation by the Indians and by those holding under them; I have always known it in cultivation since I have been living in this parish, and the nature of said cultivation or crops raised thereon by the Indians and by those holding under them, has consisted in corn, potatoes, rice, cotton, and cane, alternately; and now it is generally cultivated in cane from the upper to the lower end, except the tract of Frederick Pellerin, which is now in a state of very limited cultivation; it is within my knowledge that the Indians, and those holding under them, have always been considered and reputed, ever since I have been living in this parish, as the owners of the said tract within the limits above described.

6th. I know, and I have always known, the spot upon which the Indians live under the name of Indian village; and the turn of the bayou Téche, on which the Indian tract fronts, has always been called, within knowledge, the Indian Bend; and I refer as to the balance of the interrogatory to what I have already said above.

7th. I know nothing else.

Cross interrogatories.

1st. I answer no.

2d. I answer no.

3d. The facts by me stated above are within my own personal knowledge.

4th. I own or occupy no part of the land of the Chetimachas Indians as claimed under them or by them; my son-in-law occupies two or three of the superficial acres of the Indian land, which were originally leased by the Indians to Jean Baptiste Bourgeois, about thirty-two years ago.

5th. I do not speak the English language; my deposition was given in French; but I understand enough of English when I hear it read or spoken to ascertain whether the best part of my deposition has been correctly translated or not, and after having heard the above deposition read to me in English, I may say that I have understood the whole of it to be a correct translation of what I have stated in French, and written in English by the magistrate before whom it was given.

(Singed) GODEFROI VERRET.

Sworn to and subscribed before me, the undersigned authority, in the parish of St. Mary, the day, month, and year above written.

(Signed) J. A. TESSIER,

Justice of the peace in and for the parish of St. Mary.

STATE OF LOUISIANA, *parish of St. Mary.*

Having adjourned until this day, 1st of February, 1847, the taking of the depositions of the other witnesses to be examined by virtue of

the commission herewith returned, personally came and appeared before me, the undersigned authority, the hereinafter named witnesses, whom I have examined under oath in answer to the interrogatories propounded by both parties, and who have given their answers thereto in the manner following, to wit:

(*Testimony of Jehu Wilkinson.*)—Jehu Wilkinson.

1st. I was born in York county, State of Pennsylvania; I am nearly seventy-nine years of age; I have resided in several places, in Virginia, in North Carolina, in Mississippi Territory, and for the last thirty-six years in the parish of St. Mary, Louisiana.

2d. I am not personally acquained with the Chetimachas Indians, but I know that such tribe exists in the parish of St. Mary, at least one part of that tribe; I think that another part of the same tribe lives on the bayou Placquemine; I have known them ever since I was residing in this parish; it is at a place, on the bayou Téche, called the Indian Bend, sometimes Verret's Bend; as for the exact boundaries of their claim, I don't know.

3d. It is within my knowledge that for several years past they have been in actual possession of a certain tract of land in the parish of St. Mary; I have always known them in the possession of the same ever since I have resided in this parish; I know nothing of this interrogatory, except it is located at the Indians' Bend of the bayou Téche; I know nothing of the boundaries; I think I have seen a few cabins, corn, and potatoes cultivated, *at* short distance below where J. A. Frère now resides.

4th. Old Mr. Hyacinthe Bernard had informed me that he had purchased from the Indians a tract of land; I think twenty-three arpents in front, on both sides of the bayou, and that the commissioners at Opelousas had refused to confirm his claim; that he afterwards applied to Congress and got it confirmed; and on that land F. A. Frère and J. A. Frère now live, and there are valuable and important improvements made on it; as for the part occupied by the Indians, the improvements are not much; the improvements above alluded to have been made for more than fifteen years; but since the death of Mr. Bernard, who died on the place, the improvements have increased and become very extensive; those improvements consist in dwelling-houses, sugar-houses, negroes' quarters, stables, and cultivating the land upon a very large scale.

5th. The tract of land occupied by the Indians, and the tract which belongs to both Mrs. Frère, are within my knowledge in cultivation, and have been for more than fifteen years; as far as I can recollect, that part of it which F. A. Frère and J. A. Frère now live on, was cultivated by Mr. Bernard himself in cotton, corn, and potatoes; and after his death, his sons made sugar on it; on that part on which the Indians reside, I never knew any cultivation but corn and potatoes; the Indians have never been considered as real owners of the tract occupied by them; that tract was considered as belonging to the Government.

6th. The spot upon which the Indians live has always, within my knowledge, been known by the name of Indian Village; and the turn of the bayou Téche, on which their tract fronts, has always been called the Indian Bend, sometimes Verret's Bend; when I first knew this village, there were some cabins there, some fence; the location of their land I can't ascertain further, than it is situated on the west side of the bayou Téche, in the Indian Bend.

7th. I don't think I know any thing else; the only thing I will state is, that I think that the possession of Mr. Hyacinthe Bernard has been longer than fifteen years.

Cross interrogatories.

1st. None that I know of.

2d. I don't know that I shall either gain or lose in the event of this suit.

3d. The facts stated by me in my answers to the chief interrogatories are within my own personal knowledge, except the sale made by the Indians to Mr. Hyacinthe Bernard, and the confirmation of his title by the General Government; all the facts relating to this sale and confirmation I knew by information from Mr. Hyacinthe Bernard himself.

4th. I answer no, for myself or none of my relations.

5th. The English is my mother tongue, and of course I answered in English.

Signed, JEHU WILKINSON.

Sworn to and subscribed before me, the undersigned authority, in the parish of St. Mary, the day, month, and year above written.

Signed, J. A. TESSIER,

Justice of the peace in and for the parish of St. Mary.

Having adjourned until this day, 2d of February, 1847, the taking of the depositions of the other witnesses, to be examined by virtue of the commission herewith returned, personally came and appeared before me, the undersigned authority, the herein after named witnesses, whom I have examined under oath in answer to the interrogatories propounded by both parties, and who have given their answers thereto in the manner following, to wit:

Deposition of John Moore.

John Moore. 1st. I was born in the State of Virginia, wherein I resided until about six years old; resided five years in the State of Kentucky, a few years in Mississippi Territory, and came to Attakapas, Louisiana, with my father and family, in the beginning of the year 1804, and have resided in Attakapas and Opelousas ever since; I have been residing in the parish of St. Mary for the last fourteen years. I am fifty-seven years of age.

2d. I am well acquainted with the Chetimachas Indians; have known them since the beginning of 1804; their principal village or set-

tlement was then and is now at a place called the Indian Bend, on the bayou Téche, in the parish of St. Mary, county of Attakapas, in township 13th south, range 9th east, southwestern district of Louisiana.

3d. The Chetimachas tribe of Indians, or a part of them, have constantly resided on a part of the above described land since my first acquaintance with them; I have always understood that they sold a part of their land to Frederick Pellerin on the upper side; that they sold two other portions to Hyacinthe Bernard; a portion within the boundaries claimed by them was confirmed to Mary Joseph; another portion was sold by them to Philip Verret, which included the land confirmed to Marie Joseph, and the land confirmed to Condamine Sorrel. Philip Verret sold a part of the aforesaid land to Hyacinth Bernard and another part to Valery Martin. The house in which Philip Verret first resided was on the land thus sold to Hyacinthe Bernard; he, Philip Verret, afterwards removed lower down. On my arrival in Attakapas in 1804, the land acquired by Philip Verret as aforesaid was occupied and cultivated in part on both sides of the bayou Téche, as, I believe, by Philip Verret and Valery Martin, though I am not certain it was them, as I did not become personally acquainted with them until about three or four years afterwards; at which time Philip Verret resided on the land sold to Bernard as aforesaid, in a house which appeared old, with old fencing around it; Valery Martin then lived on the east side of the bayou; in 1804 Mary Joseph occupied the land confirmed to her as aforesaid. I understood that, in 1805 or 1806, Hyacinthe Bernard resided on the land bought by him from Philip Verret as aforesaid; about that time he left Attakapas, (that H. Bernard) and did not return for several years, and I did not become personally acquainted with him until after his return. It was during that absence that I became acquainted personally with Philip Verret, then living in the house on the land sold by him, Philip Verret, to Bernard as aforesaid. I was well acquainted with Frederick Pellerin, Philip Verret, Valery Martin, and Hyacinthe Bernard, and was, and am still, well acquainted with the land in controversy, although then young, in 1804, on my arrival in Attakapas. I have a vivid and perfect recollection of the then state of the country, and of the inhabitants of the bayou Téche, in the portion now constituting the parish of St. Mary. The first and upper tract was sold as aforesaid to Frederick Pellerin; the next was sold to Hyacinthe Bernard, and now forms the plantation of F. A. Frère and J. A. Frère, both brothers; then comes the residence of the Chetimachas Indians on the west side; on the east side opposite are many small farms, owned by persons holding under the Indians; next, descending, is another portion sold to Hyacinthe Bernard; next, a portion confirmed to Mary Joseph; and next the portion bought by Philip Verret from the said Indians, on which he and others resided as aforesaid, and now forms several small and valuable plantations in a high state of cultivation; the same land of Philip Verret is bounded below

by land confirmed to Contamine Sorrel, and above by land confirmed to Mary Joseph.

The Chetimachas Indians cultivated small portions of land and had peach and plum trees about their dwellings, several of which dwellings were rough frames enclosed with pickets and thatched with palmettoes, and had a comfortable appearance; some of the same kind of buildings in which the Indians reside still remain on the land, though covered with pickets.

4th. The land sold to Frederick Pellerin as aforesaid has some buildings on it, and at one time was in a high state of cultivation, though not now cultivated, except the garden; the next portion sold to Hyacinth Bernard has two valuable sugar plantations on it, with sugar houses and steam engines, fine dwelling houses, and so forth; the next portion on the west side is occupied by the Indians, who have some enclosures in cultivation, and where is situated their village; the east side of the bayou, opposite to the village, is occupied by several small valuable farms, lots, and stores, and mechanic's shops; on the west side, the next tract has a small town, with a church and several stores; on the east side is a sugar plantation, formerly owned by Hyacinth Bernard; below that, on the portion confirmed to Mary Joseph, and the land sold to Philip Verret by the Indians as aforesaid, are three sugar plantations and other small farms, in a high state of cultivation; many of those improvements have been made fifteen or twenty years; some of them previously; I do not recollect when.

5th. In answer to part of this interrogatory, I refer to my answers to the third and fourth interrogatories, and for further answer I say, that the Indians cultivated corn, potatoes, and other vegetables; also, Mary Joseph, Philip Verret, and Valery Martin, cultivated cotton as well as other crops. Frederick Pellerin cultivated many years ago, cotton on a large scale on the place purchased by him from the Indians as aforesaid. The said Indians, *as* those holding under them, have always been considered and reputed the owners of the said land, and I might say that until within late years no doubt was expressed but that they were the real owners.

6th. The spot upon which the Indians live, described as aforesaid, has always been known by the name of Indian village, and the turn of the bayou Téche, on which the land fronts, has always been called, and is still called, the Indian Bend. For further answer, I refer to my previous answers.

7th. I do not know any other facts material to this cause, except that I was parish judge of the parish of St. Mary for many years, and have seen several of the acts of sale alluded to in the foregoing answers, and particularly the sale from the Chetimachas Indians to Philip Verret, and from Philip Verret to Hyacinthe Bernard, though I cannot recollect the precise dates, not having the sales before me.

Cross examination.

1st. I answer in the negative.

2d. I have no interest, and therefore can neither gain nor lose, to my knowledge.

3d. All the facts stated in my answers to the chief interrogatories are within my own personal knowledge, except those stated as understood, and from general reputation, which are so stated in my answers.

4th. I answer in the negative.

5th. I am acquainted with the English, my native language, and the French also, and answered these interrogatories in the English language.

(Signed) JOHN MOORE.

Sworn to and subscribed before me, the undersigned authority, in the parish of St. Mary, this second day of February, 1847.

(Signed) J. A. TESSIER,
Justice of the peace in and for the parish of St. Mary.

After the above was closed, John Moore came before me, and stated under oath as aforesaid, in part to the 5th interrogatory in chief, that the tract of land purchased by Philip Verret from the Chetimachas Indians as aforesaid, has been continually in part cultivated and occupied since 1804, in the beginning of that year to this time, to the personal knowledge of the deponent.

(Signed) JOHN MOORE.

Sworn to and subscribed before me, the undersigned authority, in the parish of St. Mary, this second day of February, 1847.

(Signed) J. A. TESSIER.

STATE OF LOUISIANA, *parish of St. Mary.*

Having adjourned until this day, 3d of February, 1847, the taking of the depositions of the other witnesses to be examined by virtue of the commission herewith returned, personally came and appeared before me, the undersigned authority, the hereinafter named witnesses, whom I have examined under oath, in answer to the interrogatories propounded by both parties, and who have given their answers thereto in the manner following to wit:

Deposition of Charles Olivier.—Charles Olivier.

1st. I was born in New Orleans; I am nearly sixty-eight years of age; I have resided, in my childhood, in France; at the age of twelve years I came back from France to my native country. I have afterwards resided on the banks of the Mississippi. In the year 1893 [1793,] I came to reside in the county of Attakapas, and since the year 1803 I have lived in the territory which now forms the parish of St. Mary.

2d. I am thoroughly acquainted with the tribe of Chetimachas Indians. I have ever known this tribe of Indians from the first time I came into the county of Attakapas, that is, from the year 1893 [1793] up to

3d. It is within my knowledge that the Chetimachas Indians, and those holding under them, are in the actual possession of a large tract of land in the parish of St. Mary, and as far back as my memory can run, I have always known them in the possession of the same; from my early years and since I have arrived to the age of discretion, I have known the Indians, and those holding under them, in the actual possession of the tract of land aforesaid. The Indian land commenced above, from the upper boundary of the portion belonging to Frederick Pellerin, and ended at the lower boundary of the tract which I have seen occupied by Philip Verret; which latter boundary forms the upper line of the tract of Francois Collet, or of Contamine Sorrel. Those boundaries, as far as I know, extended only on the west bank of the bayou, but it is likely they contained the same tract of land on the east side of the bayou, as it was customary for the Spanish government to establish his grants on *the* both sides of the bayou Téche. It is within my own knowledge that H. Bernard bought from the Indians a tract of land, which is the tract, or about the tract, now belonging to both brothers, F. A. Frère and J. A. Frère. As far as Philip Verret is concerned, I can't tell whether he bought from the Indians, but I can testify that he cultivated a tract of land forming a part of the Indian land. The Indian village has always existed, within my recollection, between the two boundaries above mentioned; they had settlements in the upper and lower parts of their land, at different times, but their principal settlement was, and has ever been, where it now stands.

4th. Valuable and important improvements have been made on this tract of land within my knowledge. The Indian village consists of cabins made with pews, with their fields enclosed. Mr. Frederick Pellerin, or those holding under him, have a house and some other buildings. Messrs. Frères, both brothers, who derive their title from H. Bernard, have large and extensive sugar plantations; next adjoining is the tract of land claimed by the Indians; and next, a church and a small village called Charenton, on the west side of the bayou; on the east side of the bayou are several plantations; during Philip Verret's lifetime, I was several times on his tract, where was erected a house and where existed a field enclosed. All the improvements are valuable and important. The improvements made on Philip Verret's tract have been existing for at least twenty years; the improvements of the west side of the bayou are of a later date. 5th. A very great part of the Indian tract is now in actual cultivation by the Indians and by those holding under them. I cannot tell how long the said land is in cultivation, nor what is the nature of the culture or crops raised thereon. It is within my knowledge that the Indians, or those holding under them, have always been considered and reported as the owners of the land described in the foregoing questions; I ever heard that the Indians were owners of a league of land along the bayou Téche.

6th. I know, and I have always known, the spot upon which the Indians live under the name of Indian village, and the turn of the bayou Téche, on which the Indian tract fronts, has always been called, within

my knowledge, the Indian Bend. I have already stated all I know about the village built by the Indians, about its location and its improvements, since I know it.

7th. I know nothing else.

Cross examination.

1st. I answer in the negative.

2d. I shall neither gain nor lose any thing should this suit be decided in favor of the plaintiffs.

3d. All the facts stated by me in my answers to the chief interrogatories are within my own personal knowledge, except the purchase made by Hyacinthe Bernard from the Indians; the only knowledge I have of that purchase is by information given to me by Hyacinthe Bernard himself.

4th. I answer in the negative.

5th. I am very little acquainted with the English language; I speak it a little and understand it a little when spoken before me. I have given my answers to these interrogatories in French, but I have paid a great attention to the translation made by the undersigned officer, and I have thoroughly understood that translation, which I declare true and correct.

(Signed) N'LAS LOISEL.

Sworn to and subscribed before me, the undersigned authority, at the parish of St. Mary, this 3d February, 1847.

(Signed) J. A. TESSIER,

Justice of the Peace in and for the parish of St. Mary.

Having adjourned until this day, 4th of February, 1847, the taking of the depositions of the other witnesses to be examined by virtue of the commission herewith returned, personally came and appeared before me, the undersigned authority, the hereinafter named witnesses, whom I have examined under oath, in answer to the interrogatories propounded to both parties, and who have given their answers thereto in the manner following, to wit:

Deposition of Jean B'te Bourgeois.

1st. I was born in the parish of St. John the Baptist, on the river Mississippi. I am seventy-six years of age. I have resided in the parish of St. John the Baptist until the age of twelve, when I came in the territory which now forms the parish of St. Mary, in which I have resided since the age of twelve years up to the present time, forming a period of more than sixty years.

2d. I am acquainted with the tribe of the Chetimachas Indians. I know them since I was twelve years old, for more than sixty years. Their principal establishment or village I have always known to be at a place which is known by the name of the Indian Bend, on the bayou Téche.

3d. It is within my knowledge that the Chetimachas Indians, and those holding under them, are in the actual possession of a large tract of land in the parish of St. Mary, and I have always known them in the possession of the same ever since I have resided in this parish. The Indian land commenced above, on both sides of the bayou, from the upper boundary of the portion belonging to Frederick Pellerin; which upper boundary forms the lower line of Gabriel Laclaire Fuselier's plantation, and ended at the lower boundary of the tract sold to Philip Verret; which latter boundary forms the upper line of the tract of Contamine Sorrel. It was generally reported that the Indians were entitled to one league of land along the bayou Teche, within the boundaries above mentioned; it is within my knowledge that the Indians have sold, at several times, several tracts of land of their grant, but I cannot ascertain the precise limits of these partial sales; I know the Indians did sell a portion to Hyacinthe Bernard; another portion to Philip Verret. The Indian village existed in the place where it now stands, at the time I came to reside in this parish; the Indians used to cultivate corn and potatoes, which I have always known them to cultivate.

4th. Valuable and important improvements have been made on this tract of land within my knowledge. Mr. Pellerin has a large house upon his tract and other buildings. On the tract of land sold to Hyacinthe Bernard, and which now belongs to the two brothers, F. A. Frère and J. A. Frère, there are two sugar-houses with steam engines, two dwelling-houses, negroes' quarters, stables, and so forth. The Indian village consisted, for a long time, of cabins made with pews and covered with palmettoes with their fields enclosed. Lower down on the bayou, and on the same land of the Indians, is widow Armelin's plantation and the plantation of Philip Verret. During the lifetime of Philip Verret, I was in the habit to go very often to see him; he had a large family and a large house; he raised rice and corn. All the improvements are valuable and important, and some of them, for instance, the improvements on Philip Verret's tract, have been established, within my own personal knowledge, for at least fifty years. The greater part of the Indian tract is now in actual cultivation by the Indians, and by those holding under them. I have always known it in cultivation since I have been living in this parish; the crops which have been raised on it are corn, potatoes, cotton, and cane; these crops are not and have never been on the whole tract, but on some part or other, alternately; there are now on this tract large sugar plantations. It is within my knowledge that the Indians and those holding under them, have always been considered and reputed, ever since I have been living in this country, as the owners of the said tract within the limits above described.

6th. I know, and have always known, the spot upon which the Indians live under the name of Indian Village; and the turn of the bayou Têche to which the Indian tract fronts has always been known, within my knowledge, by the name of Indian Bend. I have already de-

scribed the Indian village since the time I knew it and its location upon the bayou Téche.

7th. I know nothing else.

Cross examination.

1st. I answer in the negative.

2d. I shall neither lose nor gain any thing should this suit be decided in favor of the plaintiffs.

4th. I own or occupy no part of the land of Chetimachas Indians or [of those] claimed under them. About twenty-five years ago, more or less, I did hire from the Indians a tract of land of about sixty-seven arpents, but I have forsaken the right accruing from that lease.

3d. The facts by me stated above are within my own personal knowledge.

5th. I am not acquainted with the English language; my answers to the above interrogatories have been given in French.

Cross of
JEAN ⋈ BAPTISTE BOURGEOISE.

Witness the cross:
(Signed) MANUEL DELOUKY.

Sworn to and subscribed before me, the undersigned authority, at the parish of St. Mary's, this 4th day of February, 1847.

(Signed) J. A. TESSIER,
Justice of the peace in and for the parish of St. Mary.

(*Deposition of François Borel.*)—François Borel.

1st. I was born in the county of Attakapas; I am sixty-six years of age. From my birth until this time I have ever resided in the territory which now forms the parish of St. Mary.

2d. I know the tribe of the Chetimachas Indians, and have known them for about forty years. Their principal establishment or village I have always known to be between the tract of land belonging to Frederick Pellerin and the tract where resided Philip Verret.

3d. It is within my knowledge that the Chetimachas Indians and those holding under them are in the actual possession of a large tract of land in the parish of St. Mary, and I have always known them in the possession of the same from my early years. The Indian land commenced above on both sides of the bayou; from the upper boundary forms the lower line of Gabriel Laclaire Fuselier's plantation, and ended at the lower boundary of the tract sold to Philip Verret, which latter boundary forms the upper line of the tract of François Collet, or of Contamine Sorrel. Several cessions or sales have been made by the Indians. Frederick Pellerin and Hyacinthe Bernard have purchased from them large tracts on both sides of the bayou Teche, but I cannot ascertain the limits or the location of these purchases. Philip Verret was in pos-

session of his tract about forty years ago. I have ever known the Indians in the actual possession of their village. The Indians were used to cultivate corn, potatoes, rice, which I have always known them to cultivate ever since.

4th. Valuable and important improvements have been made on this tract of land within my own knowledge. On Frederick Pellerin's tract is a house and several other buildings. On the adjoining tract sold by the Indians to Hyacinthe Bernard, and which belongs to both brothers, F. A. Frère and J. A. Frère, are two large sugar plantations, with sugar-houses, dwelling-houses, stables, negroes' quarters, and so forth. Next comes the Indian village with cabins in pews and with fields enclosed. Next to the Indian village comes a small village called Charenton, and one church on the west side of the bayou. On the east side of the bayou is a large sugar plantation; Madame Armelin on one side and Dehart's heirs on the other, have their sugar plantations and improvements on a part of the tract of Philip Verret, the lower portion of which is also occupied by other individuals as sugar plantations. All the improvements are valuable and important, and have been established within my knowledge for at least thirty-six years.

5th. The greater part of the Indian tract is now in actual cultivation by the Indians or by those holding under them. I have always known it in cultivation for the last thirty-six years, and the nature of said cultivation or crops raised thereon by the Indians, and by those holding under them, has consisted in corn, potatoes, rice, cotton, and cane, and now is generally cultivated in cane from the upper to the lower end. It is within my knowledge that the Indians, and those holding under them, have always been considered and reputed, ever since I have arrived at the age of discretion, as the owners of the said tract within the limits above described. I was personally acquainted for at least forty years with the chiefs of the Indian tribe, and all of them have repeatedly told me that they were owners of the said tract within the limits above described.

6th. I know, and I have always known, the spot upon which the Indians live under the name of Indian Village; and the turn of the bayou Téche, on which the Indian tract fronts, has always been called, within my knowledge, the Indian Bend. As to the balance of this interrogatory, I refer to what I have already stated.

7th. I know nothing else.

Cross examination.

1st. I answer in the negative.

2d. I answer in the negative; I can neither lose nor gain in the event of this suit.

3d. The facts by me stated above are within my own personal knowledge.

4th. I own or occupy no part of the land of Chetimachas Indians, or claimed by them or under them. No relation of mine owns or occu-

pies any part of this land, except some persons who are related with my wife in a remote degree.

5th. I am acquainted with the English language. I was several times employed as interpreter in the courts of justice of the State. My answers to these interrogatories have been given in French, but I have listened with attention to the translation made by the magistrate, and I testify that this translation is true and correct, and conveys the true meaning of my whole testimony.

(Signed) FRANCOIS BOREL.

Sworn to and subscribed before me, the undersigned authority, at the parish of St. Mary, this 4th day of February, 1847.

(Signed) J. A. TESSIER,
Justice of the Peace in and for the parish of St. Mary.

Having adjourned until this day, 5th of February, 1847, the taking of the depositions of the other witnesses, to be examined by virtue of the commission herewith returned, personally came and appeared before me, the undersigned authority, the hereinafter named witnesses, whom I have examined, under oath, in answer to the interrogatories propounded by both parties, and who have given their answers thereto in the manner following, to wit:

Deposition of François, Sénétière.—François Sénétière.

1st. I was born in the town of New Yberia, in the county of Attakapas; I am above the age of sixty years; from my birth until the present time I have always resided in the territory which now forms the parish of St. Mary.

2d. I am acquainted with the tribe of the Chetimachas Indians; I have known them since my most early years; their principal establishment was at the spot where it now stands, which spot is called the Indian Bend, on the bayou Téche; some Indians resided a little higher on the banks of the bayou, on the tract which they have afterwards sold to Frederick Pellerin; the boundaries of their whole tract were above the tract of land sold to Frederick Pellerin, and below Philip Verret's tract, both tracts forming a part of the whole Indian land.

3d. It is within my knowledge that the Chetimachas Indians, and those holding under them, are in the actual possession of a large tract of land in the parish of St. Mary, and I have always known them in the possession of the same ever since I have resided in this parish, that is, from my early years. The Indian land commenced above on both sides of the bayou, from the upper boundary of the portion sold by them to Frederick Pellerin, and ended at the lower boundary of the tract sold to Philip Verret, both tracts of Frederick Pellerin and of Philip Verret forming originally a part of the said Indian land. Starting from the upper boundary of the Indian land, the Frederick Pellerin's portion is the first which is met with; after which comes the land sold

to Bernard; also, on each side, which is now occupied and owned by the two brothers F. A. Frère and J. A. Frère; the next tract of land is the Indian village; after which comes another tract sold by the Indians to Bernard, and on which is a sugar plantation, now belonging to G. A. Fuselier; lastly, comes the tract of land sold by the Indians to Philip Verret. Such are the location, boundaries, and as far as I can recollect, the chief divisions of the Indian tract, such as I have always known them to be. Formerly the Indians were chiefly addicted to hunting and works of canebrake; for about the last ten years I have observed them cultivating corn, potatoes, and rice, on a pretty great scale.

4th. Valuable and important improvements have been made on this tract of land, within my knowledge. On Frederick Pellerin's tract is a dwelling house and other buildings; on the next tract, belonging to both brothers, F. A. Frère and J. A. Frère, are two sugar houses with steam engines, two splendid dwelling houses, large negroes' quarters, stables, pigeons' houses, and so forth; next comes the Indian village, the cabins of which are made with pews, and which are surrounded with enclosed fields; there is a church on the lower tract of Bernard, and a small village called Charenton, and this church and this village are situated on the west side of the bayou Téche; on the east side of the said bayou is a large sugar plantation, now belonging to G. L. Fuselier, and which belonged formerly to the heirs of Bernard; next Madame widow Armelin on one side, and the heirs of De Hart on the other, have their sugar plantations and improvements on a part of the tract of Philip Verret, the lower portion of which is also occupied by other individuals as sugar estates. All the improvements are valuable and important, and some of them have been established, within my knowledge, for more than thirty-five years; the others, and the greater part of these improvements, are, however, of a latter date.

5th. The greater part of the Indian tract is now in actual cultivation by the Indians, and by those holding under them; I have always known it in cultivation since I have been living in this parish; that is, from my childhood. The crops raised on the Indian land, from the upper to the lower boundary, by the Indians, and by those holding under them, are or have been corn, potatoes, rice, cotton, and cane; now it is generally cultivated in cane on a very extensive scale. The tract of Frederick Pellerin was formerly cultivated in cotton, but since several years it lies in a state of very limited cultivation. It is within my knowledge that the Indians, and those holding under them, have always been considered and reputed as the owners of the said tract within the limit above described. Since I lived in the parish of St. Mary, that is, during my whole life, I never heard any body say that they were not owners of the said tract, within the limits above described.

6th. I know, and I have always known, the spot upon which the Indians live under the name of Indian village, and the turn of the bayou Téche, on which the Indian tract fronts, has always been called, within my knowledge, the Indian Bend. As for the balance of this

interrogatory, I refer myself to what I have already stated in the foregoing answers.

7th. I do not know any other facts of any importance to the plaintiffs in this cause.

Cross examination.

1st. I have no interest in the event of this suit.

2d. I shall neither gain nor lose any thing should this suit be decided in favor of the plaintiffs.

3d. All the facts by me stated above are within my own personal knowledge.

4th. I own or occupy no part of the land of Chetimachas Indians as claimed by them. No person related to me does own by purchase or occupy any such lands.

5th. I am tolerably acquainted with the English language. I have given my answers to these interrogatories in French, but I have paid a great attention to the translation made by the magistrate, undersigned and read by him in a slow and clear voice; and I testify that this translation conveys a correct and true meaning of my whole testimony.

mark of
FRANCOIS X SENETIERE.

Witness of mark, the own son of François Senetierè.
(Signed) FELIX CINITIER.

Sworn to and subscribed before me, the undersigned authority, in the parish of St. Mary, this 5th day of February, 1847.
(Signed) J. A. TESSIER,
Justice of the peace in and for the parish of St. Mary.

And there being no other witnesses to be examined, I have closed their testimony, and do hereby certify, that the foregoing depositions have been taken by me in answer to the interrogatories propounded by both parties in the suit pending before the court of the United States, for the eastern district of Louisiana, wherein the Chetimachas Indians and others are plaintiffs, and the United States defendants, after having sworn all the said witnesses according to law, and caused them to subscribe the said depositions respectively.

In testimony thereof I have hereunto set my hand at my office, in the town of Franklin, this sixth day of February, in the year of our Lord 1847, and the seventy-first of the independence of the United States.
(Signed) J. A. TESSIER,
Justice of the peace in and for the parish of St. Mary.

21°. And lastly, the plaintiffs offered in evidence the testimony of John Moore and Edward Simon, to prove signatures to documents Nos. 8 and 12, taken by N. R. Jennings, esq., commissioner, by consent of counsel; which testimony is in the words and figures following, to wit:

CHETIMACHAS INDIANS ET ALS.
vs.
THE UNITED STATES. } No. 62.

The parties, by consent, appeared before me, the undersigned commissioner, to take testimony on behalf of plaintiffs, to be used on the trial of the above entitled cause. The plaintiffs represented by their attorney, E. Simon, esq., and the defendant's attorney, Thomas J. Durant, not being present.

John Moore, witness for plaintiffs, being duly sworn, states, that he resides in the parish of St. Martin, formerly of the parish of St. Mary.

States that he was well acquainted with Philip Verret; and being shown document marked No. 8, and filed this day, states, that he recognises the signature thereto of Philip Verret; that he was well acquainted with him during his lifetime; the said Verret having been dead for many years. Deponent is fully convinced of the signature referred to being the true one of Philippe Verret. Deponent has seen him write, but does not call to mind any particular time.

Deponent became intimately acquainted with Verret in the year 1807; and from that time until his death, which event took place about the year 1819.

Witness being shown the document marked No. 12, filed this day, purporting to be an act of exchange between Eloi Broussard and Baptiste Verret, states that he was acquainted personally with the parties to the act, and one of the witnesses named Nicholas Verret. He recognises the signatures thereto of Eloi Broussard and Nicola Verret, one of the witnesses; and although deponent was well acquainted with Baptiste Verret, he does not know his signature.

Witness knows the fact that Baptiste Verret had possession of the lands described in the act of exchange, to wit, two arpents in front on the bayou Téche, adjoining the lands of Nicola Verret on the upper side. Deponent recognises the signatures, as aforesaid, of Broussard and Nicola Verret, from the fact of having seen them write.

(Signed) JOHN MOORE.

Edward Simon, for plaintiffs, being duly sworn, states, that he is acquainted with the signature of Riollay, one of the subscribing witness to document marked No. 12; witness has seen him write his name often, whilst he (Riollay) lived in St. Martinville, where he was employed as constable for several years. The said Riollay is dead; and Nicola Verret, Eloy Broussard, and Baptice Verret, are also dead.

(Signed) EDW. SIMON.

John Moore being recalled states that the parties in the act No. 12 both are dead, and also the witness, Nicola Verret.

(Signed) JOHN MOORE.

I, N. R. Jennings, duly appointed commissioner to take testimony in land causes, do certify, that the foregoing is the true testimony of the

witnesses on behalf of plaintiffs, John Moore and Edward Simon, as taken down by me in writing; which said testimony being read to the witnesses was subscribed to by them before me.

In testimony whereof I hereunto set my hand and seal, this seventeenth day of February, A. D. 1848.

(Signed) N. R. JENNINGS, [SEAL.]
Commissioner.

(No evidence offered on the part of the defendants.)

And afterwards, at the May term of this court, to wit, on the 19th day of June, 1848, the following judgment was rendered and entered of record in this case:

The CHETIMACHAS INDIANS ET ALS.
vs.
The UNITED STATES. } No. 62.

This cause came on to be heard at the February term of this court, and was argued. And the court being satisfied that the Chetimachas Indians had a good and valid title in full ownership by the law, customs, and ordinances of the French and Spanish Governments of Louisiana to the tract of land described in the petition; that said title is protected by the treaty between the United States of America and the French Republic, dated the 30th of April, 1803; that this title has been recognised and confirmed by the United States for the greater part of the land originally embraced in the claim of the Chetimachas Indians, and that the remaining, and still unconfirmed, portions of said claim are equally entitled to confirmation.

And the court being also satisfied that the persons appearing and acting in this case, for and on behalf of the Chetimachas Indians, are duly authorized to represent them in the premises, and that the other plaintiffs have acquired, by lawful and sufficient mesne conveyances, the tracts of land respectively claimed by them in said petition.

It is thereupon ordered, adjudged, and decreed, that there be judgment for the plaintiffs, according to the prayer of the petition, and against the defendants, and that the plaintiffs are the true and lawful owners of the lands respectively claimed by them in their petition, viz., that the nation, or tribe, of the Chetimachas Indians are the true and lawful owners of the tract designated on the township plat of township 13 south, range 9 east, of the southwestern district of the district of Louisiana, as sections twenty-two, twenty-three, twenty-seven, and thirty-four; that Marie Rose Pécot, the widow of the late John Armelin, is the true and lawful owner of the tract of land designated on the aforesaid township plat as section 5, and containing one hundred and sixty $\frac{75}{100}$ superficial acres; that Gabriel L. Fuselier and Sarah B. Evans, the widow of John Dehart, as natural tutrix of John N. E. Dehart, Margarett E. Dehart, Sarah A. Dehart, and Cornelia L. Dehart, are the true and lawful owners of the tract of land designated on the aforesaid township plat as section 11, in the proportions set forth in their petition and their deeds of purchase, to wit, the said Gabriel L. Fuse-

lier, of two arpents front, with the depth thereunto belonging; and the said Sarah B. Evans, as tutrix, of eight arpents front, more or less, with the depth thereunto belonging.

Judgment rendered, June 19, 1848.

Judgment signed, December 9, 1848.

(Signed) THEO. H. McCALEB, [SEAL.]
U. S. Dist. Judge.

And afterwards, at the February term, to wit, on the 29th of March, 1849, the following petition of appeal was filed of record in this case:

The CHETIMACHAS INDIANS }
vs.
The UNITED STATES. }

To the honorable Theodore H. McCaleb, judge of the district court of the United States, for the eastern district of Louisiana.

February term, 1849.

Thursday, 29th March, 1849.

Thomas J. Durant, attorney of the United States for the eastern district of Louisiana, now comes, in his own proper person, and gives the judge aforesaid to understand that he is informed, and verily believes, that there is error in the judgment heretofore rendered by this honorable court in the case of the Chetimachas Indians vs. The United States, at the May term, 1848, to wit, on the ninth day of December, 1848.

Wherefore he prays that an appeal may be allowed in favor of the United States to the next term of the Supreme Court of the United States at Washington.

(Signed) THOMAS J. DURANT,
Att'y U. S. eastern district, La.

(*Judge's order on the foregoing petition.*)

Let an appeal be allowed the defendants in the above entitled case as prayed for, returnable to the next term of the Supreme Court of the United States at Washington, and let such proceedings be had as the law requires.

New Orleans, March 29, 1849.

(Signed) THEO. H. McCALEB,
U. S. Judge.

And further, on the same day, the following entry was made of record in this case, to wit:

CHETIMACHAS INDIANS et al. }
vs. } 62.
THE UNITED STATES. }

On motion of Thomas J. Durant, esq., attorney of the United States for the district of Louisiana, and on his presenting a petition of appeal

from the judgment rendered herein on the 19th day of June, at the May term, 1848, of this court, it is ordered that the appeal prayed for be granted, and made returnable to the next term of the Supreme Court of the United States at Washington, opening on the first Monday of December, 1849; and that such proceedings take place as the law requires.

Finis.

UNITED STATES OF AMERICA,
Eastern district of Louisiana.

I, Needler R. Jennings, clerk of the district court of the United States, sitting at New Orleans, in and for said district, do hereby certify, that the foregoing one hundred and thirteen folios, including therein, between folios 23 and 24, one township map and two plats of survey, contain and form a true, faithful, correct, and complete transcript of all the proceedings, process, pleadings, documents, and other matters on file and of record in a certain cause in chancery, wherein the Chetimachas Indians et al. are plaintiffs or complainants, and the United States of America are defendants, No. 62 of the land docket of said court.

In testimony whereof I have hereunto set my hand and affixed the seal of said court, at the city of New Orleans, this twenty-
[SEAL.] fourth day of September, one thousand eight hundred and forty-nine, and the 74th year of American independence.

N. R. JENNINGS,
Clerk U. S. district court, eastern dist. of Louisiana.

I, Theodore H. McCaleb, judge of the district court of the United States for the eastern district of Louisiana, do certify, that N. R. Jennings, who subscribed the above certificate, was, at the time of signing the same, and is now, the duly appointed and legally authorized clerk of said court; that full faith and credit are due and ought to be given to all his attestations as such clerk; and that his above certificate is in due form of law.

Witness my hand and seal, at New Orleans, this 25th day of September, A. D. 1849.

THEO. H. McCALEB. [SEAL.]

The United States of America, to the Chetimachas Indians, nation or tribe, now composed of Alex. Berton, acting as their chief, and of Joseph Yoyo and others, Marie Rose Pécot, widow of John Cormelin; Sarah B. Evans, widow of John Dehart, as natural tutrix of Jno. N. E. Dehart, Margt. E. Dehart, Sarah A. Dehart, and Cornelia L. Dehart, minors, and Gabl. L. Fuselier, (all residing in the parish of St. Mary, State of La.,) greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the city of Washington on the first Monday of December next, pursuant to an order of appeal